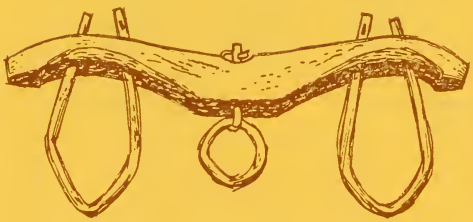
UNCOLLECTED WORKS *of* ABRAHAM LINCOLN

Edited by

RUFUS ROCKWELL WILSON

LINCOLN ROOM



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Uncollected Works of
Abraham Lincoln

His Letters, Addresses and Other Papers

Assembled and Annotated by

RUFUS ROCKWELL WILSON

Assisted by Other Lincoln Scholars

A Supplement to and Revision of

THE COMPLETE WORKS OF LINCOLN

by NICOLAY *and* HAY

VOLUME II—1841 to 1845

With Introduction by

GEORGE FORT MILTON

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AIMS AND ACKNOWLEDGMENTS

The present volume is the second of a series in which its editor proposes to assemble and annotate such letters, speeches and other papers of Abraham Lincoln as have come to light since 1905 when Nicolay and Hay published an enlarged and final edition of the Complete Works of Abraham Lincoln which they had begun and carried out at the request of Robert Todd Lincoln. It includes, as in the case of the editor's first volume, upward of three hundred items of varying weight and importance not found in the Nicolay and Hay collection. To this new material have been added notes which it is hoped, read in order, will afford not only a full and understanding account of Mr. Lincoln's career in one of its decisive periods, but also of the personal contacts and friendships, and the march of events that helped to shape that career. No effort has been spared to assign an unusual man his exact and rightful place in a fateful era.

Strained relations between Robert Todd Lincoln and William Henry Herndon, his father's partner, barred Nicolay and Hay from making use of the manuscripts and papers of every sort relating to Mr. Lincoln collected by Herndon with zeal and thoroughness over a long period of years. This collection, lodged since 1941 in the Library of Congress, includes upward of 600 legal documents written in whole or in part by Mr. Lincoln between 1836 and 1860. Micro-films of these documents have been secured and with meticulous care have been or are being transcribed for the present work by John Henry Cramer of Cleveland, who also wherever possible has traced the history of each action in which the documents had a part. Moreover, in July, 1947, the papers of Mr. Lincoln bequeathed to the Library of Congress by Robert Todd Lincoln, under the terms of the latter's will, became available for inspection and publication. Such of these papers written by Mr. Lincoln as were not used by Nicolay and Hay and so remain unpublished will be included in this and succeeding volumes of the present work. The final volume will also contain an informing chapter on bogus Lincoln letters some of which have a curious history, and another on important letters known to have been written by Mr. Lincoln which are now seemingly lost past recovery.

The editor must record his real and increasing obligation to

members of the Lincoln fellowship who in the process of labors now covering more than a score of years, have aided him with pertinent facts and timely suggestions. He desires first of all to again acknowledge his obligation to Carl W. Schaefer of Cleveland, whose generous financial support has made possible publication of the present work. He also wishes to acknowledge the aid he has received from: Oliver R. Barrett of Chicago; Dr. F. Lauriston Bullard of Melrose Highlands, Massachusetts and Dr. Louis A. Warren of the Lincoln National Life Foundation of Fort Wayne. Thanks are also due to Dr. Harry E. Pratt, former executive secretary of the Abraham Lincoln Association of Springfield; to Jay Monaghan and Margaret Flint of the Illinois Historical Society; to Dr. Robert L. Kincaid and Dr. R. Gerald McMurtry of Lincoln Memorial University, Harrogate, Tennessee; to Dr. John E. Washington of Washington; to F. Ray Risdon of Los Angeles and to the following: Abraham Lincoln Association, Springfield, Illinois; Paul M. Angle, Chicago, Illinois; David S. Lansden, Cairo, Illinois; State Historical Library, Springfield, Illinois; Brown University Library, Providence, Rhode Island; Fred N. Vaughn, Amboy, Illinois; Morris S. Thomas, Chicago, Illinois; Estate of Emanuel Hertz, New York, N. Y.; Miss Mabel McWhorter, librarian of Law School of Western Reserve University; Frank Fisher, Springfield, Illinois; Lincoln National Life Foundation, Fort Wayne, Indiana; heirs of Stewart Brown, Springfield, Illinois; the Grand Army Hall, Chicago, Illinois, and the staff of the Steele Memorial Library, Elmira, New York.

Finally the editor must acknowledge his continuing and ever increasing debt to his typist, Mrs. Lillian Buckholtz Paganelli, and to his wife, Otilie Erickson Wilson, whose understanding and courage have kept him company on a troubled road. He has labored with ever growing reverence for the wisdom, patience, and resolution which made Abraham Lincoln the supreme American of his century. The late Royal Cortissoz in framing an inscription for the Lincoln Memorial in Washington declared in measured and fitting words that "in the hearts of the people for whom he saved the Union the memory of Abraham Lincoln is enshrined forever." If the present editor has contributed his modest quota to the nation's final estimate of one of its greatest sons, he will feel that he has abundant reward for his labors.

Rufus Rockwell Wilson

Elmira, N. Y., October 29, 1948.

INTRODUCTION BY GEORGE FORT MILTON TO VOLUME II THE UNCOLLECTED WORKS OF ABRAHAM LINCOLN

The second volume of *The Uncollected Works of Abraham Lincoln* carries forward the grand design of the editor, Dr. Rufus Rockwell Wilson, whose comprehensive understanding of the Emancipator's life, times and works stems from an intimate study of his career. This is made manifest by his notes and comment concerning the Lincoln, the America and the world of 1841-1845 so well documented in these pages.

Varying interpretations of the personality and character of Abraham Lincoln are to be expected. As men seek to assess the imponderables that mattered most in the life of this child of the wilderness to whom was vouchsafed in God's providence the opportunity to save the Union, they are bound to differ in the qualities they deem most determinative in his ascent to immortal fame.

Any man who examines his change and growth from the Hodgenville cradle to the fateful tragedy in Ford's Theater in Washington 56 years later will find many Lincolns. During a lifetime a spirit lives in many mansions, and this is supremely true of Abraham Lincoln. The lives of few Americans afford more enheartening evidence of man's capacity to grow great under pressure than does the timeless man the present volume portrays in a time of great personal and professional crisis and change.

These five years proved of immense importance for Lincoln. The year 1841 opened full of trouble; his decision to break his engagement with Mary Todd resulted in an emotional crisis that threatened to destroy his whole career. He dulled his sorrow by assiduous practice of the law; Dr. Wilson thinks this began the shaping of the presidential Lincoln. Soon we find him reasserting self control, attending the Illinois Legislature more regularly, and leading the Whigs in the lower house. That April he became Stephen T. Logan's junior partner, an enhancement in professional opportunity, status and income that helped him no end. This opened the circuit-riding years through the thirteen counties of the Eighth Circuit, and in several other counties as well.

Lincoln's 1841 cases were miscellaneous: guardianship, unlawful detainer, divorce, foreclosure, assault and battery, an effort to collect a draft drawn on the Bank of Buffalo. Even then he was meticulous in preparing legal papers, though an accumulation of cases sometimes made him over-hasty. Politics boiled that spring and summer. In Washington, Clay declared war on President Tyler; in Springfield, Stephen A. Douglas became secretary of state of Illinois, a forward step in a career which until the Little Giant's death rivalled and often excelled Lincoln's. Toward the end of the year Lincoln and Mary Todd renewed their engagement, in 1842 they married, went to live at the Globe Tavern; Robert Todd Lincoln was born there. Lincoln had established himself.

The Lincoln of 1845 had changed law partners. The relation with Logan had been dissolved, and young Billy Herndon, who became junior partner, had a much more compatible temperament. Lincoln had become intensely interested in getting to Congress, but better-situated rivals had frustrated his maneuvers for House and Senate. The firm's fees in 1845 came to the handsome sum of $2000, collected in 182 cases, fees being divided immediately on receipt. The first thing in the morning when he reached his office, Lincoln would throw himself on the sofa and read aloud the current papers. To the annoyed Herndon he explained: "I catch the idea by two senses, for when I hear what is said and also see it, I remember it better even if I do not understand it better." The war with Mexico was looming as 1845 came to an end.

Volume II contains the available documentary record of the Abraham Lincoln of these five years. It is the work of a scholar who correctly regards it of importance to the satisfactory accomplishment of his task for the important to be made interesting. A historian of tested skill and experience, Dr. Wilson has taken great pains to identify, develop and present each available item of Lincoln lore and legend pertaining to these years. The reflective reader will be pleased by Editor Wilson's avoidance of antiquarianism, which can become a quest for mere wisps and trifles. Instead, he is painstaking in the cumulation of details because the sum of the details is the Lincoln story.

Dr. Wilson has learned in the school of experience that appraising the character and public services of a great man requires both the over-all contemplation of his life, and also the

careful examination of every recorded or documented incident; if there were flaws in the metal, they must be disclosed, to permit balanced judgment. Dr. Wilson has been assiduous in obtaining access to and presenting every known document that Lincoln definitely or conveivably had some hand in preparing during this period. In addition, he has taken care to present in full text each item in the exact form, spelling, punctuation, capitalization and/or other individualities or peculiarities of the original manuscript.

Most of the papers for the years 1841-1845 are legal documents that were drawn, served and put of record in the Circuit Court of Sangamon County, State of Illinois, or in other state or federal courts in Illinois in which Lawyer Lincoln chiefly practiced at that time. They concerned life, litigation and politics in Illinois—whose sobriquet, "the Sucker State," had not yet acquired sardonic overtones. The documents are chiefly important for the light they throw on the habits and heartaches of this moody, ambitious young lawyer. The Lincoln of 1841-1845 was definitely in the shadow of Springfield. But during those years Lincoln was giving unmistakable evidence of his personal as well as professional increase of stature.

Editor Wilson explains, enriches and gives appropriate frames of reference for the Lincoln documents of these five years. The style of typography employed in this volume is uniform with that of Volume I: The full text of each document is printed in Roman type, the text presenting the pristine spelling, capitalization, spacing and other physical characteristics of the original item. Each document is introduced by the editor's suggestive statement. This sets forth, (in italics, to make it readily distinguishable from the documentary material) the gravamen of the particular item; he often adds pertinent, researched, penetrating notes and comment, thus supplying the reader a frame of reference to help him integrate the individual item into the over-all Lincoln story.

The items are presented in order of their date of occurrence. Therefore the material of full, partial and sometimes "iffy" Lincolniana is continuous in time but quite heterogeneous in topic. In as much as the editor had to choose one or the other method of classification, the chronological seems the least objectionable of the two. To decrease the apparent lack of relation of subject matter among successive items, Dr. Wilson explains the signifi-

cance of each new document or episode by an italic-set statement of its individual importance to the unrolling record.

He draws upon his scholarly accumulation of information about the Lincoln life, times and legends, to make available to the reader the general background of each of these five years. These comprehensive characterizations by Dr. Wilson of the significance to Lincoln of each of these years constitute, in my opinion, its principal value not only for the inquiring general reader, but also for the thousands who worship at the Lincoln shrine. If homogenized into a comprehensive essay, the editor's reflective observations upon the revelance of these years to Lincoln's evolution into a nation-saving statesman would in themselves constitute an admirable analysis of this man who grew to greatness by being ever humble to the developing truth.

For the last three decades of his career this earnest, industrious and imaginative historian has concentrated on Lincoln's life, times and place in history. Dr. Wilson has an intimate acquaintance with the literature concerning the Civil War President and has examined it from the different angles. He is admirably equipped to edit the present series both with precision as to details, and even more important, with imaginative awareness of the great canvas that must be painted. He draws on a most valuable store of information about each Lincoln document in this volume, and the particular circumstances deserving note in respect of it.

A large part of the items in Volume II relate to lawsuits in which Lincoln was an attorney for one of the parties involved. If each such lawsuit were presented merely in its own frame of reference, many of them would seem dull, drab and uninteresting despite Lincoln's agency in their trial and issue. But Dr. Wilson has been careful to present at each point of time of a local suit or other unexciting occurrence, the contemporaneous developments that day, week or month elsewhere in Illinois, the United States or the world. He has shown rare skill in suggesting developments outside of Illinois which would in due time affect the career of a Lincoln no longer a pettifogger in the Sucker State but a public man of growing importance to the nation and the world.

This identification of the myriad springs of change, springs which at the time Lincoln knew not, but which in due course

would influence his thinking and help shape his philosophy, is among the most useful aids Dr. Wilson provides for the reader to a better understanding of those developing years.

Volume II deals with matters that occurred twenty years before the lawyer of Springfield became President of the United States. Friends and neighbors knew him as a man of moods, an ambitious man who nevertheless wondered why the spirit of mortal should be proud. They knew, too, that he had no overweening pride of opinion; the fact that his own mind had incubated an idea did not make him cling to it if the developing truth made it seem out of place. In Springfield as later in Washington, he was both humble and proud. There is an Illinois background for the personal humility shown by Lincoln's lack of satisfaction with the notes he revised while on the cars to Gettysburg in November 1863; these words became immortal, though their author expected they would merely footnote the oration Edward Everett was to make.

Years before the period documented in this volume, Lincoln had exhibited a quality indispensable to true greatness, that of intellectual humility. Not that he would not fight for the things he believed in; but he was always open to the developing truth; on occasion after occasion he acknowledged error and reshaped his views. Neither in Springfield nor in Washington was Lincoln slave to formulas of words. Documents in this volume reveal, as did Lincoln's final address from the White House portico soon after the fall of Richmond that he deemed some things much more important than promises. It required a poet, prophet and seer to say he would never hesitate to break a promise when he felt it in the public interest to do so. In these Springfield years we can mark the appearance of traits that in the crisis of the Civil War carried him to heights still unexcelled in our history.

GEORGE FORT MILTON.

Buffalo, New York
September 5, 1948

LINCOLN CHRONOLOGY, 1941-1845

January 1, 1841—Mary Todd cancels her engagement with Lincoln.

January 13, 1841—Lincoln undergoes severe mental and physical disturbance.

January 20, 1841—Lincoln urges the appointment of Dr. A. G. Henry as postmaster of Springfield.

February 2, 1841—Lincoln in the Legislature votes in favor of reducing the size of future counties.

February 5, 1841—Lincoln favors Edwin B. Webb for district attorney.

February 8, 1841—Lincoln writes and signs a circular for a Whig committee protesting the passage of an act reorganizing the Illinois judiciary.

February 23, 1841—Lincoln in the Legislature opposes all moves against the State Bank of Illinois.

February 27, 1841—Lincoln in the Legislature votes for and helps to pass a bill for the completion of the Illinois and Michigan Canal.

March 4, 1841—William Henry Harrison inaugurated as President.

March 5, 1841——John T. Stuart recommends to Secretary of State Webster appointment of Lincoln as charge d' affairs at Bogota.

April 4, 1841—Death of President Harrison in Washington.

April 6, 1841—John Tyler becomes President.

April 10, 1841—Horace Greeley founds the New York Tribune.

April 14, 1841—Firm of Stuart & Lincoln dissolved and that of Logan & Lincoln formed.

June 7, 1841—Henry Clay introduces Whig program in the Senate.

June 18, 1841—Lincoln joins in the defense of William Trailor, mistakenly charged with the murder of Archibald Fisher.

July 27, 1841—Bill for local bank to be located in Washington passes the Senate, and on August 6 is approved by the House.

August 12, 1841—Lincoln leaves Springfield for a visit with Joshua Fry Speed at Louisville.

August 16, 1841—President Tyler vetoes fiscal bank bill, and

on August 19 Senate fails to pass the bill over his veto.

August 19, 1841—Bill passes Congress establishing uniform system of bankruptcy to the immediate profit of Logan & Lincoln.

August 23, 1841—New bank bill passes the House, and upon September 6 is approved by the Senate.

September 7, 1841—Lincoln leaves Louisville accompanied by Speed for return trip to Springfield. Deeply moved on the way by contact with slaves in chains.

September 9, 1841—President Tyler vetoes second bank bill, and on September 10 it fails to pass the Senate over his veto.

September 11, 1841—Members of Tyler's cabinet, Webster excepted, resign because of veto of fiscal corporation bill.

September 23, 1841—Lincoln attends first session of Woodford Circuit Court at Versailles.

October 7, 1841—Lincoln at Clinton gets judgment for $200 against Spencer Turner, fee for successfully defending him on a murder charge.

October 15, 1841—Fulton Telegraph proposes Lincoln as the next Whig candidate for governor of Illinois.

October 25, 1841—Lincoln purchases of his father and stepmother for $200 a forty-acre tract of land in Coles County stipulating that they shall have the use of it during their life time. The following day he binds himself to convey the tract to his stepbrother, John D. Johnston or his heirs upon the death of Thomas and Sarah Lincoln.

November 22, 1841—The Sangamon county Whig convention meets, and a committee headed by Lincoln drafts a resolution endorsing Duncan for governor. Lincoln is also made a delegate to the Whig state convention.

December 16, 1841—Senator Linn proposes a line of forts from Missouri to Oregon.

January 1, 1842—Bank of the United States in Philadelphia closes its doors.

January 21, 1842—Charles Dickens arrives in Boston on visit to America. John Quincy Adams presents a petition from citizens of Haverhill, Massachusetts, asking a peaceful dissolution of the Union.

January 25, 1842—Resolution of censure of Adams presented in House, discussed until February 7, and then laid on the table.

February 15, 1842—Lincoln attends and speaks at the funeral of Bowling Green, close friend of his New Salem days.

February 22, 1841—In the Second Presbyterian Church of

Springfield at noon this day Lincoln, under the auspices of the local Washingtonian Temperance Society addresses a numerous assembly on temperance.

February 25, 1842—Lincoln by letter congratulates his friend Speed on the latter's marriage.

March 1, 1842—Lincoln is admitted to practice in the United States Circuit Court.

March 5, 1842—Logan & Lincoln appear in the first of some fifty bankruptcy cases handled by them during the year.

March 21, 1842—Joshua R. Giddings censured for presenting anti-slavery resolutions. Resigns from House, but is re-elected from his Ohio district by a large majority.

March 25, 1842—The Whig Junto of Springfield decides to again nominate Lincoln for the Legislature. Confirmed by the Whig county convention upon April 9.

March 31, 1842—Henry Clay resigns from Congress after forty years of service.

May 16, 1842—Second emigrant train leaves Missouri for the Pacific.

June 15, 1842—First exploring expedition of John C. Fremont, guided by Kit Carson, leaves Missouri.

June 16, 1842—Lincoln accompanies a reception committee composed in the main of Democrats to Rochester, five miles east of Springfield, to meet and entertain former President Martin Van Buren.

July, 1842—Thanks to the kindly offices of Mrs. Simeon Francis, Lincoln resumes his courtship of Mary Todd.

July 2, 1842—Lincoln signs, having probably written, a circular addressed to Henry E. Dummer and others urging them to run a Whig for the State Senate in the Cass and Scott senatorial district.

July 20, 1842—Lincoln attends and speaks at a meeting called to organize the Clay Club of Springfield.

August 1, 1842—Lincoln votes for Joseph Duncan, the Whig candidate for governor, and for William F. Elkin, Whig nominee for sheriff of Sangamon county.

August 30, 1842—President Tyler, having vetoed one tariff bill approves a second which raises duties on most articles from twenty to thirty per cent.

September 9, 1842—The Sangamo Journal prints the third of a series of four letters signed Rebecca written in backwoods dialect and holding up to ridicule James Shields, state auditor of

Illinois. All but one of these letters, it developed later were written in a spirit of mischief by Mary Todd and Julia Jayne, later the wife of Lyman Trumbull.

September 17, 1842—Lincoln attending court at Tremont is handed a note from James Shields, who has come there to demand satisfaction for the "Rebecca" letters, which he asserts were written by Lincoln. The latter replies that Shields' note is not specific, and Shields in a second note asks if Lincoln is the author of an article "The Lost Townships" signed "Becca" which had appeared in the Sangamo Journal on September 2.

September 19, 1842—Lincoln refuses to reply to Shields' second note until Shields withdraws his first one, whereupon John D. Whiteside and Dr. E. H. Merryman, acting respectively for Shields and Lincoln, failing to reach an amicable agreement, propose a duel.

September 20, 1842—Back in Springfield Lincoln instructs Merryman as to the course to follow, and acting upon the advice of his friend, Albert T. Bledsoe, selects cavalry broadswords of the largest size as the weapons to be used. Then, fearing arrest, he leaves for Jacksonville.

September 21, 1842—Lincoln's friends Butler and Bledsoe with Merryman join him at Jacksonville, and having procured broadswords the party sets out for Alton.

September 22, 1842—Lincoln and his friends arrive in Alton in the early forenoon, and followed by Shields and his party, cross the Mississippi to the selected duelling ground. There, unknown to Shields, "his friends withdraw his first note to Lincoln, whose friends read Lincoln's apology, and the duel is called off."

October 1 ,1842—Logan & Lincoln have thirteen bankruptcy cases in the United States District Court.

October 3, 1842—Marcus Whitman leaves Oregon for Washington.

November 3, 1842—Lincoln and Mary Todd are married in the evening at the home of Ninian W. Edwards, the Reverend Charles Dresser performing the ceremony.

November 5, 1842—Mr. and Mrs. Lincoln take up their residence at the Globe Tavern, Springfield, paying four dollars a week for board and room.

November 22, 1842—First California placer gold sent to the Philadelphia mint for assay.

December 12, 1842—The Supreme Court of Illinois begins

a long term in the course of which Logan & Lincoln appear in many cases.

December 24, 1842—A petition from four members of the Galena bar is presented to the House of Representatives and referred to a committee praying the removal for lack of capacity of Thomas C. Browne, judge of the Sixth Judicial Circuit. Lincoln appears as Browne's attorney.

December 31, 1842—O. H. Browning presents to the House for adoption a preamble and resolutions drawn by Lincoln as attorney for Browne which ask that before Monday noon the petitioners for Browne's removal file with the clerk of the House all decisions, judicial acts and omissions they intend proving, and that Browne be furnished a copy.

January 2, 1843—Charges against Judge Brown, based "on the national infirmity and feebleness of his intellect" filed by members of the Galena bar.

January 3, 1843—Trial begins by committee of the whole of the House of Judge Browne who has Lincoln for counsel and continues until January 5, when committee requests and is granted discharge from further consideration of the complaint.

January 24, 1843—Lincoln attends an evening meeting of people interested in the cause of temperance, and is appointed member of a committee of three which next day requests by letter use of the hall of the House of Representatives for a temperance lecture by Mr. Fairchild.

February 14, 1843—Lincoln writes Alden Hull and Richard S. Thomas requesting their aid in his candidacy for Congress.

March 1, 1843—At assembly of Whig members of the Legislature and others Lincoln is one of the speakers, offers resolutions outlining Whig program and is made a member of a committee of three to issue an address to the people.

March 2, 1843—Lincoln, furthering his nomination for Congress, suggests to Richard S. Thomas that the latter become one of the Cass county delegates to the Whig district convention.

March 2, 1843—Marcus Whitman arrives in Washington from Oregon.

March 3, 1843—Congress repeals bankruptcy bill of August, 1841, and votes $30,000 to aid Samuel F. B. Morse in the construction of a telegraph line from Washington to Baltimore.

March 4, 1843—Lincoln, Logan and Bledsoe, committee appointed March 1, issue an address to the people urging support of the Whig party.

March 6, 1843—Lincoln participates in a meeting of Whigs of Springfield and vicinity which agrees to hold district convention at Tremont April 5.

March 16, 1843—Agreeable to the wishes of John J. Hardin who is on a visit to Kentucky, Lincoln joins in a decision of the Whig state central committee to postpone the district convention until May 1, and hold it at Pekin instead of Tremont.

March 20, 1843—Sangamon county Whigs hold convention to select delegates to the Pekin convention and to endorse a candidate for Congress. After repeated ballots Lincoln withdraws and Baker's candidacy receives endorsement. Lincoln is made a delegate to the Pekin convention.

April 1, 1843—The Menard county Whig convention instructs its ten delegates to vote first for Lincoln and second for Hardin at Pekin.

May 1, 1843—Lincoln in the Whig district convention at Pekin as chairman of the Sangamon delegation, withdraws Baker's name when it becomes clear that Hardin is to be the nominee, but moves that the delegates as individuals, favor Baker as Hardin's successor in 1844.

May 8, 1843—Daniel Webster, secretary of state, retires from cabinet.

May 11, 1843—Lincoln writes Hardin pledging the latter the hearty support of the Sangamon county Whigs in his campaign for Congress.

May 22, 1843—About 1000 emigrants led by Marcus Whitman leave Missouri for Oregon.

May 29, 1843—Starting from the present Kansas City John C. Fremont begins expedition to discover new pass through the Rocky Mountains.

June 9, 1843—A meeting in Springfield of representative Whigs from all parts of Illinois is addressed by Baker and Hardin.

June 10, 1843—Lincoln addresses a second session of the Whig convention, and secures adoption of a series of resolutions one of which provides for a convention to be held in December to choose Whig electors for 1844.

July 1, 1843—Lincoln appointed by governor one of three commissioners to examine the accounts of Dr. Anson G. Henry as state house commissioner. Examination lasts for twelve days.

July 5, 1843—Oregon settlers ratify provisional government prohibiting slavery.

July 9, 1843—Pike's Peak sighted by Fremont expedition.

July 14, 1843—Lincoln and his associates complete their investigation of the accounts of Dr. Henry and award the state $271.

July 24, 1843—Abel P. Upshur becomes secretary of state.

August 1, 1843—Robert Todd Lincoln, first child of Abraham and Mary Lincoln, is born at the Globe Tavern in Springfield.

August 15, 1843—Fremont climbs Rocky Mountain peak afterwards named for him.

August 19, 1843—Lincoln, Baker and Henry address a convention of the Whigs of Sangamon county which opens the campaign of 1844 and pledges Clay a majority of 850 votes in the county.

August 30, 1843—National Liberty Party in convention at Buffalo nominates James G. Birney for President.

October 6, 1843—Lincoln, Hardin and Baker speak at a barbecue given by Morgan county Whigs in Jacksonville.

October 16, 1843—Secretary of State Upshur reopens negotiations for the annexation of Texas.

October 19, 1843—The Whigs of Springfield hold a love feast in celebration of the success of their party in recent elections in Georgia.

November 13, 1843—The Sangamon circuit court in session from this day until November 30, has before it more than thirty cases in which Logan & Lincoln appear as counsel.

November 25, 1843—Fremont expedition leaves Oregon for California, reaching Kamath Lake December 10.

December 11, 1843—The Whig state convention meets in Springfield, and Lincoln is chosen one of nine presidential electors.

January 16, 1844—Lincoln contracts with the Reverend Charles Dresser for the purchase of the Springfield property now known as the "Lincoln Home."

February 15, 1844—Texas assured of protection by the United States against Mexico pending proposed negotiations regarding annexation.

February 17, 1844—The Democratic Register of Springfield describes Lincoln as "a jester and mountebank" whi has been appointed a Clay elector to keep him from being a candidate for Congress.

February 21, 1844—William Butler writes Hardin that Lincoln and others "are making speeches every night at some one of the precincts in our county to crowded houses."

February 22 and 23, 1844—Lincoln addresses afternoon and

morning meetings at Virginia.

February 28, 1844—Explosion of gun on the warship Princeton kills Abel P. Upshur and Thomas W. Gilmer, members of Tyler's cabinet.

March 2, 1844—The flag is raised over a Whig cabin in Springfield and in the evening Lincoln is one of the speakers at a celebration of "the recent Whig victory in Maryland."

March 6, 1844—The Fremont expedition reaches Sutter's Fort in California. John C. Calhoun is appointed secretary of state.

March 18, 1844—At Springfield Lincoln and Calhoun begin a series of debates extending into the next week. The Sangamon circuit court before which Logan & Lincoln have many cases opens its spring term.

April 1, 1844—The court dismisses the suit of Todd vs. Ware. The complainant was Robert S. Todd, Mrs. Lincoln's father, and this was one of the most important of Lincoln's early cases.

April 3, 1844—The Tazewell circuit court opens, and Lincoln makes a campaign address which causes David Davis to declare him "the best stump speaker in the state."

April 6, 1844—Lincoln leaves Tremont to address the Clay Club of Peoria.

April 6, 1844—Lincoln, Calhoun and Baker each make two campaign speeches before the circuit court moves on to Woodford county.

April 12, 1844—Calhoun concludes secret treaty of annexation with Texas, rejected by the Senate on June 8.

April 13, 1844—Lincoln and Calhoun debate campaign issues at Peoria.

April 22, 1844—President Tyler urges Senate to ratify Texan annexation treaty. Simeon Francis writes Hardin that in their recent debates "Lincoln never left Calhoun on any one occasion that he did not make him hang down his under lip."

April 27, 1844—Letters from Clay and Van Buren are published opposing the annexation of Texas.

May 1, 1844—Henry Clay is nominated by acclamation for President by the Whig national convention in Baltimore.

May 22, 1844—Lincoln is the first speaker at a meeting of the citizens of Sangamon county called to consider the annexation of Texas. He declares inexpedient Tyler's plan for it.

May 24, 1844—The meeting on the annexation of Texas

adjourned from Wednesday approves the views then expressed by Lincoln. First message sent by Morse's telegraph from Washington to Baltimore.

May 27, 1844—The Democratic national convention at Baltimore rejects Van Buren because of his opposition to Texan annexation and nominates James K. Polk for President.

June 3, 1844—Lincoln, Calhoun and Baker debate campaign issues on the opening day of the Menard circuit court, and in the evening Lincoln speaks on the tariff.

June 18, 1844—Lincoln is one of the speakers at a great Whig rally in Peoria and heads its committee on resolutions.

June 27, 1844—Joseph and Hyrum Smith, in jail at Carthage, Illinois, slain by an anti-Mormon mob.

July 17, 1844—Lincoln is one of a committee of five to select officers for and report resolutions to a mass convention of Whigs in Vandalia.

July 19, 1844—Lincoln is one of the speakers at the Whig mass convention and barbecue in Vandalia.

July 21, 1844—The Sangamon delegates to Vandalia are welcomed back to Springfield and "animating addresses" are delivered at the "Clay Cabin" by Lincoln and Bledsoe.

August 7, 1844—At a meeting of the Clay Club of Springfield Lincoln introduces resolutions expressing grief for John Brodie, killed on August 3 by the fall of a derrick with which he and others were raising a Whig Liberty pole.

August 22, 1844—Tyler withdraws as a candidate for the Presidency.

August 23, 1844—The Whig Liberty pole, 214 feet 6 inches high, which caused the death of John Brodie, is erected today.

October 3, 1844—Lincoln is one of the speakers at a Whig rally and barbecue in Jacksonville.

October 15, 1844—At Peoria Lincoln and William L. May begin a three-day debate on campaign issues.

October 23, 1844—Day set by William Miller for the end of the world.

October 25, 1844—According to tradition Lincoln spoke this day in the open at Washington, Indiana.

October 30, 1844—Lincoln and John Pitcher, a friend of his youth, address a Whig rally at Rockport, Indiana.

November 4, 1844—Lincoln visits with old friends at Gentryville, Indiana.

November 6, 1844—Lincoln gets the Lawrence county elec-

tion returns, and sets out for Springfield.

November 11, 1844—Logan & Lincoln appear as counsel in many suits before the Sangamon circuit court which convenes for a three week term.

November 12, 1844—Polk defeats Clay for the Presidency.

December 3, 1844—John Quincy Adams secures repeal by the House of the "gag" rule against discussion of slavery.

December 9, 1844—William Henry Herndon is admitted to the bar. About this time the firm of Logan & Lincoln is dissolved and Herndon becomes the junior partner of Lincoln.

December 10, 1844—A Whig caucus nominates Hardin for United States senator in preference to Logan and Lincoln.

December 17, 1844—Lincoln writes Hardin urging the appointment (duly made) of J. R. Diller as postmaster of Springfield.

December 19, 1844—Lincoln attends a meeting of Springfield Whigs held to discuss the future of their party as affected by the defeat of Henry Clay.

December 24, 1844—Brigham Young elected president of the Mormon Church.

January 21, 1845—The first Tuesday after the first Monday in November established as uniform election day for all future presidential elections.

February 21, 1845—Lincoln in the Supreme Court argues his first case from Cook county.

February 28, 1845—Joint resolution for the annexation of Texas passed by Congress, and on March 1 signed by President Tyler.

March 3, 1845—President Tyler sends official despatches to Texas proposing immediate annexation.

March 4, 1845—James K. Polk inaugurated as President.

March 6, 1845—James Buchanan made secretary of state; Robert J. Walker secretary of the treasury, and William L. Marcy secretary of war.

March 10, 1845—George Bancroft made secretary of the navy.

March 28, 1845—Lincoln probably attends a dinner given in honor of John J. Hardin at Jacksonville. Mexican government notifies Shannon, American minister, that diplomatic relations with the United States are at an end.

April 1, 1845—A. J. Donelson, American minister, presents offer of annexation to President Jones of Texas.

May 10, 1845—Lincoln and Asahel Gridley are appointed to defend William Weaver, who when drunk had fatally shot David Hiltebran. Weaver is found guilty but escapes jail before execution of his sentence to be hanged.

May 12, 1845—Lincoln at Charleston secures a judgment for $200 in the suit of McKibben against Hart. McKibben signs an order assigning $35 of the judgment to Lincoln, who leaves it with clerk of the court so that his father can come and get the money.

June 5, 1845—Another public meeting on the Oregon question is held in Springfield, and Hardin declares that if war comes he will fight.

June 7, 1845—A convention of those interested in internal improvements is held at the state house in Springfield. Governor Ford presides, and the following day names Lincoln one of ten delegates to a southwestern convention at Memphis.

June 8, 1845—General Andrew Jackson, former President, dies at the Hermitage.

June 15, 1845—United States agrees to repel invasion of Texas by Mexico if Texas Congress accepts annexation terms, and General Taylor is ordered to occupy a point "on or near the Rio Grande."

July 4, 1845—Lincoln is orator of the day at Springfield celebration of the Fourth of July. Texas people in convention accept terms of annexation offered by the United States.

July 5, 1845—First Native American party convention held in Philadelphia.

July 12, 1845—Lincoln is made a member of the committee of arrangements for commemoration in Springfield of the death of Andrew Jackson. Secretary Buchanan offers Great Britain boundary line of the 49th parallel for Oregon.

July 29, 1845—British minister refuses offer of a boundary line for Oregon, and asks for a more liberal one.

August 27, 1845—Convention completes constitution for Texas, which on October 13 is ratified by the people.

August 30, 1845—President Polk instructs Buchanan to withdraw Oregon offer and end negotiations with Great Britain.

September 1, 1845—Early in this month Lincoln, now an avowed aspirant for the Whig nomination for Congress, at Jacksonville confers with Hardin as to the latter's plans, but without result.

September 13, 1845—Lincoln in his campaign for the Whig

nomination for Congress seeks support in the towns of Marshall and Putnam counties.

September 16, 1845—President Polk appoints John Slidell secret agent to Mexico to negotiate a boundary treaty which shall include the purchase of New Mexico and Upper California.

September 27, 1845—Gibson William Harris becomes first student in the law office of Lincoln & Herndon.

October 10, 1845—Naval Academy formally opened at Annapolis.

October 15, 1845—Mexico agrees to receive a United States envoy with power to adjust disputed questions provided the American fleet is withdrawn from Mexican waters.

October 17, 1845—T. O. Larkin, American consul at Monterey, is appointed confidential agent to prevent any attempt by foreign governments to acquire control over California, and to secure it for the United States without war.

November 3, 1845—Lieutenant A. H. Gillespie sent to California to watch over the interests of the United States.

November 4, 1845—At Petersburg Lincoln secures for the widow of his old friend Bowling Green a judgment for money loaned against Mentor Graham, another old friend of New Salem days.

November 10, 1845—The Sangamon circuit court begins a thirteen day session in the course of which Lincoln & Herndon have a part in the trial of a number of suits. John Slidell authorized to offer $25,000,000 for California and New Mexico.

November 15, 1845—A meeting is held in Springfield to discuss the construction of a railroad to Alton, and Lincoln is appointed one of the delegates to a general meeting the first Monday in December.

November 18, 1845—Lincoln writes Henry E. Dummer asking support in his campaign for the Whig nomination for Congress.

December 1, 1845—Alton and Springfield railroad convention assembles in the latter city. Judge Treat presides, and Lincoln is one of the Sangamon delegates. At Washington Twenty-ninth Congress convenes for its first session.

December 4, 1845—The railroad convention approves a report by Logan.

December 6, 1845—Lincoln writes his friend James that he has seventeen votes pledged to him in the congressional convention and that if he can secure the six votes of Tazewell, Wood-

ford and Marshall he is sure of the Whig nomination for Congress. John Slidell, arriving in the City of Mexico on December 6, is advised two days later that he will not be received as minister, but must present new credentials as a "commissioner."

December 9, 1845—Fremont expedition having made a new trail across Nevada reaches Sutter's Fort. At Washington President Polk announces to Congress that Texas has accepted proposed terms of admission to the Union.

December 27, 1845—British minister at Washington asks that offer of 49th parallel as boundary of Oregon be renewed.

December 29, 1845—Texas admitted to the Union as the twenty-eighth state.

UNCOLLECTED WORKS OF ABRAHAM LINCOLN

CHAPTER I

MR. LINCOLN IN THE YEAR 1841

SURVEY OF PERIOD

The opening weeks of 1841, *in which fell his thirty-third birthday, were for Abraham Lincoln uncertain and troubled ones —a sober sequel to his broken engagement with Mary Todd. The attitude of William Henry Herndon toward that lady was never shaped by genuine good-will, and his account of her broken engagement with his future partner must be regarded as a fantastic and misleading one, although the inner facts having to do with a singular incident still elude and puzzle students of a great man's life. Perhaps the late Logan Hay came reasonably close to the truth in an address which in* 1941 *he delivered before the Abraham Lincoln Association at Springfield.*

Mr. Hay referred to the broken engagement "as a complex crisis that threatened Lincoln's whole future career," and then added: "It is inferable that on January 1, 1841, *Lincoln presented to Mary Todd the problem of their marriage along much the same line as he had presented a similar problem to Mary Owens several years before, and that Mary Todd, recognizing that in his depressed condition he was not fully accountable, cancelled the engagement sorrowfully but with the kindest of feelings. Shaken to his roots by a tremendous emotional crisis which had plunged him into deep despair and despondency, Lincoln subjected himself to the discipline of hard work in the assiduous practice of the law and thereby regained mastery of himself"—a mastery in which "began the shaping through the less spectacular years that followed, of the presidential Lincoln—the Lincoln whom we revere today."*

Be all this as it may, there is evidence that by the end of January, 1841, *Lincoln, having regained needed self-control, had resumed regular attendance at the Legislature and leadership*

of the Whigs in the popular branch of that body. The Illinois Legislature of 1840-41 *met for the first time in the Hall of Representatives in the new State House, the popular branch holding its sessions in the room where in* 1858 *Lincoln was to give his House Divided speech and where in May,* 1865, *his body lay in state. With Stuart absent in Washington and Lincoln at home preoccupied with politics, the law practice of Stuart & Lincoln was not in a satisfactory condition. In a spirit of mutual goodwill the partnership was ended in April,* 1841, *and, the Legislature adjourned, Lincoln accepted an invitation to become the junior partner of Stephen Trigg Logan, then the ablest and best trained member of the Springfield bar, and resolved under his capable tutilage to subordinate his political ambitions for the time being to the diligent practice of his profession—a resolve which prompted him to refuse a renomination for the Legislature and, in the following year, to be the Whig candidate for governor.*

Under these changed conditions Lincoln during the remainder of 1841 *and for several years thereafter regularly followed the circuit or was busy in Springfield where in spring and fall both the Circuit and Supreme Courts held terms. The Eighth Circuit where, through the years, Lincoln was to win fame as a lawyer then included the thirteen counties of Sangamon, Menard, Tazewell, Livingston, McLean, Logan, DeWitt, Macon, Christian, Mason, Piatt, Shelby and Champaign. To these counties Woodford and Moultrie were added in* 1842. *In* 1845 *Mason and Shelby were dropped and Vermillion and Edgar were added to the circuit. First with Judge Samuel H. Treat and later with Judge David Davis, Lincoln went on this circuit each spring and fall, but he rarely attended the courts of Mason, Livingston, Macon and Shelby counties. He also practised regularly before the Coles county court, although it was not a part of the Eighth Circuit, and the Edgar county court which in* 1845 *became a part of the circuit. Coles county, excepted, his largest practice was in the counties of Logan, Menard, Tazewell and Woodford which were also a part of the Seventh congressional district.*

In August, 1841, *Lincoln paid a long planned visit to his friend, Joshua Fry Speed in Kentucky, a visit affording him another close and disturbing contact with slavery to which he was to make impressive reference in later years. He was back in Illinois about mid-September and at once resumed his practice on the circuit following it from week to week until it brought him to Coles county where his father and stepmother were living. There he*

purchased from his father for $200 *forty acres of the latter's farm and at once created a life interest in it for Sarah and Thomas Lincoln. Early November found him back in Springfield where, except for a few days in Petersburg, he remained until the end of the year.*

Although he had temporarily put aside his own political ambitions, he followed with intent and care developments of an unusual and, in the end, disturbing sort in the national field. In November the newspapers had told of Mr. Clay's departure from Lexington for Washington where he proposed to direct the course of the Harrison Administration. A little later they recorded the President-elect's arrival in Washington, the proposed appointment of Webster as head of the new cabinet, and the inauguration of Harrison which John Quincy Adams in his Diary described as a "shabby" affair. A month later came the unexpected death of Harrison and the accession to the Presidency of John Tyler, to whom Adams under the date of April 4, 1841 *made this caustic reference in his Diary: "Tyler is a political sectarian, of the slave-driving, Virginian, Jeffersonian school, principled against all improvement, with all the interests and passions and vices of slavery rooted in his moral and political constitution—with talents not above mediocrity, and a spirit incapable of expansion to the dimensions of the station upon which he has been cast by the hand of Providence, unseen through the apparent agency of chance."*

Adams proved a true prophet. During the months that followed, Lincoln watched with growing concern the stormy course of events which was speedily to make Tyler a President without a party, threaten with permanent disaster the future of the Whig party, and lead in 1844 *to the defeat of Clay by Polk, a man of straitened vision but masterful purpose, who was to make the republic a continental power.*

WILLIAM H. H. SCOTT VS. JANE C. ALEXANDER AND OTHERS, VERMILLION CIRCUIT COURT, 1841

The bill in chancery here reproduced, has to do with one of the first cases with which Lincoln was associated in his circuit court practice. The O. L. Davis who served as guardian ad

litem of the infant heirs of William M. Alexander was a long time friend of Abraham Lincoln.

William H. H. Scott vs. Jane C. Alexander, widow, Hezekiah Cunningham, admr. Eliza E. Alexander James W. Alexander Robert S. Alexander & Sarah C. Alexander, heirs at law of William M. Alexander, deceased	In Chancery to foreclose.

This day came the complainant, and the defendants having been regularly served with process, and being three times solemnly called came not but made default. It is therefore ordered by the court that the complainant's Bill be taken for confessor as against said widow and administrator— And it appearing to the court that the other defendants are minors, Oliver L. Davis, Esq, is appointed guardian *ad litem* for them, who files his answer, requiring full proof of the allegations of said Bills— And it appearing to the court, by the production of the note and mortgage deed, mentioned in said Bill, that this allegation, of said Bill, as to the allegations of the execution of said note and mortgage are true, it is therefore adjudged and decreed by the court that the complainant recover of and from said Hezekiah Cunningham, as administrator, as aforesaid, the sum of five hundred and thirtyone dollars, and twelve cents, the amount of principal and interest due upon said note—together with his costs herein expended and properly to be expended— And the court being also satisfied by perol proof that in the description of the land in said mortgage deed, a mistake was made such as is alledged in complanants Bill; and that the real estate, at the time of the execution of said mortgage, was, by the parties, intended be, as alledged in said Bill, towit, Seventeen acres and seventyone hundredths of an acre in Sections Nos Eight and Nine in Township Nineteen North of Range Eleven West, bounded as follows, beginning at the South West corner *of the North West quarter* of said Section Nine; thence East eighty rods; thence North thirtyone rods; thence West ninetyone rods and ten links; thence South thirtyone rods; thence East eleven rods and ten links to the place of beginning— Also twenty acres of the West half of said North West

quarter of Section Nine, bounded as follows: "beginning forty rods South of the North West corner of said West half; thence East eighty Rods; thence South forty rods; thence West eighty rods; thence North forty rods to the place of beginning—" but that the description was incorrectly made in said mortgage, by the omission of the words "of the North West quarter" when the same are underscored in the description above— It is therefore decreed by the court that the equity of redemption of the said defendants, and of each and every of them, in and to the real estate above described be forever barred and foreclosed; that unless the sum of money and costs above decreed to be paid, shall be paid on or before the expiration of thirty days from this day, the said real estate be sold to pay and discharge the same; that by agreement of parties, it be sold subject to said widow's rights of Dower, that Guy Merrill be a commissioner to make such sale; that he advertise, and make such sale as in cases of execution; and that he report to this court.

William H. H. Scott
vs.
Jane C. Alexander
et al

Decree
Record E p 80

The answer of O. L. Davis, guardian *ad litem* of Eliza E. Alexander, James W. Alexander, Robert S. Alexander, and Sarah C. Alexander, minor defendants to a Bill in chancery pending in the Vermillion circuit court, wherein said minors and others are defendants, and William H. H. Scott is complainant—

This Respondent, saving, reserving &c for answer to said Bill, says that he knows nothing of the truth or falsity of the allegations thereof, and calls for and requires full proof of the same— And none having fully answered &c.

O. L. Davis, Guardian

AFFIDAVIT OF PHILIP S. KREIGH DRAWN BY LINCOLN, 1841

The original of the affidavit here reproduced is now the property of Dr. Harry E. Pratt of Beloit, Wisconsin. It had to

do with a suit pending in the Sangamon circuit court in the last days of 1840 *or the first days of* 1841.

State of Illinois }
} ss
Sangamon County }

Philip S. Kreigh being first duly sworn states on oath that he is the owner of the following described property towit:

That said property is unlawfully detained from him by one .....; that said property has not been taken for any tax, assessment, or fine levied by any law of this State nor seized under any annexation or attachment against the goods and chattels of the affiant liable to execution or attachment.

SPEECH ON APPORTIONMENT BY LINCOLN, JANUARY 7, 1841

In the lower house of the Illinois Legislature on January 7, 1841 *consideration was given to a bill re-apportioning the House and Senate districts of the state. The Peoria Register and Northwestern Gazeteer on January* 15 *thus reported Lincoln's part in the debate.*

Mr. Lincoln said there was always, in agreeing upon the ratio of an apportionment, no number we could fix upon that would suit all. Our counties ranged in population from 750 to 16,000. If we adopt the idea of the gentleman from Hamilton, and give each county a representative, we must begin with the county which has 750 inhabitants; and as the republican principle of representation according to numbers, will not be denied as proper for the basis of our action, we must then give a representative, according to the gentleman from Hamilton (Mr. Carpenter) for every 750 in the state. This by calculating, would be found to give a house of representatives of about 650 members. Such a proposition he was satisfied would not be tolerated by the house. He was disposed to go for the resolution as it came from the Senate.

ORDER WRITTEN BY LINCOLN AND SIGNED BY DAVIS IN SUIT OF MURPHY VS. PEARSON, SANGAMON CIRCUIT COURT, 1841

(Herndon-Weik Collection)

This order in chancery dating from the first days of 1841 *bears testimony to the fact that now and again Attorney Lincoln*

lightened the labors of the presiding judge of the Eighth Circuit by drawing orders for his approval and signature. There is no reference in the Sangamon circuit court records to this particular case.

John H. Murphy
vs.
John Pearson } In chancery—

This day came the complainant and the court overruled the defendant's motion to dismiss this suit; and the defendant having failed to answer the complainant's Bill, according to a former rule of this court, it is now ordered and ruled by the court, that said defendant answer the complainant's Bill of complaint, on or before the first day of July next; and, in default of his so answering that said Bill of complaint be taken for confessed— And, in case he shall so answer, the complainant to except, or reply, by the first of August next, and thereafter, either party to take proof if he thinks fit—

Enter this order
D. Davis

COMPLAINT BY LINCOLN IN DIVORCE SUIT OF McDANIEL VS. McDANIEL, SANGAMON CIRCUIT COURT, JANUARY 5, 1841

(Herndon-Weik Collection)

The document here reproduced is from a photostat owned by the Abraham Lincoln Association and in various ways is the most characteristic of Lincoln's early legal papers. On the day on which it was filed, the Illinois Legislature passed an act incorporating the town of Galesburg in Knox county, Lincoln voting aye. Two days earlier at New Bedford, Massachusetts, Herman Melville had shipped as a whaler on a voyage filled with strange adventures which recorded in Omoo and Typee were to make him one of the best known authors of his period, while on January 6 an abolition convention at Leroy, New York, although it may have passed unnoticed by Lincoln, was to prove a herald of the stormy years ahead.

1/5/41

To the Honorable, the Judge of the Sangamon circuit court in Chancery sitting:

Humbly complaining, sheweth unto your Honor, your oratrix Ann McDaniel, that in the day of A.D.

she was married to one Patrick McDaniel, whom she prays may be made defendant to this Bill; that afterwards, towit on the day of A.D. 1837, she and her said husband removed to and took up their residence in Sangamon county, where she has ever since resided, and still resides; that on the day of November A.D. 1839; the said defendant wilfully deserted and absented himself from your oratrix without any reasonable cause, and has ever since continued absent absent (sic) from her, towit, for the period of more than two years— She further states that from the time of her said marriage until the desertion of her said husband as aforesaid, she continued to live with her husband, all the time performing all the duties of an affectionate and obedient wife— She also states that while she and her said husband lived together, she had three children by him towit, Ellen, Mary, and Julia; that from the respective births of said children up to the present time, both before and after the desertion of her said husband, she has supported and maintained said children exclusively by her own labour, and that her said husband has never contributed in any way to their support, but that on the contrary, he often wrested from her, her earnings, and spent it in reveling and drunkenness—

In tender consideration of all which your oratrix prays that the Peoples writ of Subpoena issue &c and that said defendant be required to answer on his corporal oath, all and singular the allegations of this Bill, and that on a final hearing of this cause your Honor will decree that the bonds of matrimony heretofore and now existing between the said defendant and your oratrix be forever dissolved; and that your oratrix be decreed to have the care and custody of her said children and that your Honor will grant such other and further relief as equity may require & as in duty bound &c

Logan & Lincoln for Compt.

Ann Mc Daniel
Vs Bill for Divorce
Patrick McDaniel
Jany 5, 1841
M. Eastman for
J. H. Matheny
Let a Subpoena issue,
and also, publication
upon the affidavit filed—
Logan & Lincoln

SPEECH OF LINCOLN IN ILLINOIS LEGISLATURE, JANUARY 8 OF 9, 1841

During the first weeks of 1841 *Lincoln appears to have been greatly concerned as to the outcome of the proposed reapportionment of House and Senate seats. In the papers of Jesse W. Weik, now in the University of Illinois, there appears a report of his speech on the subject on January* 8 *or* 9, *probably copied from a newspaper report.*

Mr. Lincoln replied. He appealed to every old member of the House, if it was not a fact, that when this body consisted of but fiftyfive members, business was conducted with twice the facility that it now was.

The reason was obvious enough to any reflecting mind. It required double the journalizing & double the length of time to call & record every vote which was put to the House; but a stronger reason was that amongst ninety members the proportion of members, who, in the language of the gentleman from Monroe (Mr. Bissell) were disposed to protract business, was just double that in a House of half the number. It was perfectly plain that if each of the 91 members, now on this floor, make speeches on any subject, that it would require just double the time of half that number.

The gentleman from Monroe (Mr. Bissell) accused his friend from St. Clair (Mr. Trumbull) of attaching some peculiar magic to the number 100. He did not understand his objection to exceeding that number to arise from any magic in it, but from the fact that it was large enough & expensive enough for any legislative body.

The gentleman had accused old women of being partial to the number 91 but this he presumes was without foundation. A few years since it would be recollected by the House, that the delegation from this county were dubbed, by way of eminence "long nine" and by way of further distinction he had been called the "longest" of the nine. Now, said Mr. Lincoln, I desire to say to my friend from Monroe (Mr. Bissell) that if any woman old or young, ever thought there was any peculiar charm in this distinguished specimen of number 9, I have, as yet, been so unfortunate as not to have discovered it. (Loud applause) Messrs. Kitchell, Murphy of Perry followed in support of a less ratio and Messrs. Calvary & Brown of Vermillion supported the pro-

position before the House and opposed the increase of Rep. beyond the 100. Without taking the question the committee rose, reported and had leave to sit again.

LETTER OF LINCOLN TO JOHN T. STUART JANUARY 20, 1841

This letter clearly reflects Lincoln's state of mind at a trying time. Dr. Anson G. Henry was a Springfield physician and an active Whig. He was, as recorded elsewhere, also a close friend of Lincoln—a friendship which continued unbroken until the latter's death. It is to be noted that G. W. Spottswood and not Dr. Henry was duly made postmaster of Springfield. Stuart was deeply concerned at the mental condition reflected in his partner's letters and one of the first communications received by Daniel Webster when he became Harrison's secretary of state, was a request from the Springfield congressman that Lincoln be made consul-general at Bogota. There is no record of any response made by the lordly Daniel to this request, and soon Lincoln was again busy with his law practice in Illinois, giving no further thought to an escape from troubles near at home by journeying to a far country.

Springfield, Jan. 20th 1841

Dear Stuart:

I have had no letter from you since you left. No matter for that. What I wish now is to speak of our Post-Office. You know I desired Dr. Henry to have that place when you left; I now desire it more than ever. I have within the last few days, been making a most discreditable exhibition of myself in the way of hypochondriasm and thereby got an impression that Dr. Henry is necessary to my existence. Unless he gets that place he leaves Springfield. You therefore see how much I am interested in the matter.

We shall shortly forward you a petition in his favour signed by all or nearly all the Whig members of the Legislature as well as other Whigs. This, together with what you know of the Dr.'s position and merits, I sincerely hope will secure him the appointment. My heart is very much set upon it. Pardon me for not writing more; I have not sufficient composure to write a long letter.

As ever your
A. Lincoln

REMARKS OF LINCOLN IN THE HOUSE ON THE SCRIP OF THE ILLINOIS AND MICHIGAN CANAL, JANUARY 23, 1841

Lincoln again wrote his partner Stuart on January 23, 1841 describing himself as the "most miserable man living." He added "if what I feel were equally distributed to the whole human family there would not be one cheerful face on the earth." However, as already recorded, he was then considering a change from Stuart to Logan in his law partnership and also possible appointment to a Federal office which had been suggested to him by Stuart. On the same day in the Illinois Legislature he delivered the remarks on an important piece of legislation then under consideration which are here reproduced.

January 23, 1841

In the House of Representatives January 23, 1841, while discussing the continuation of the Illinois and Michigan Canal, Mr. Moore was afraid the holders of the "scrip" would lose.

Mr. Napier thought there was no danger of that; and Mr. Lincoln said he had not examined to see what amount of scrip would probably be needed. The principal point in his mind was this, that nobody was obliged to take these certificates. It is altogether voluntary on their part, and if they apprehend it will fall in their hands they will not take it. Further the loss, if any there be, will fall on the citizens of that section of the country.

This scrip is not going to circulate over an extensive range of country, but will be confined chiefly to the vicinity of the canal. Now, we find the representatives of that section of the country are all in favor of the bill.

When we propose to protect their interests, they say to us: Leave us to take care of ourselves; we are willing to run the risk. And this is reasonable; we must suppose they are competent to protect their own interests, and it is only fair to let them do it.

PRAECIPE AND DECLARATION IN THE SUIT OF ROWLAND, SMITH & CO. VS. FRANCIS, ALLEN ET AL, SANGAMON CIRCUIT COURT, JANUARY 26, 1841

(Herndon-Weik Collection)

The declaration, praecipe, and quoted notes here reproduced were drawn by Lincoln, but all cover notations were penned

by Clerk Butler. It will be noted that Lincoln took a part of the declaration phraseology from the note, using the phrase, "with twelve per cent int. (interest meaning) from date . . . untill paid." He evidently twisted words after "int." for it is probable that he meant, "meaning interest," rather than "interest meaning." There is a slight discrepancy in the "untill paid" and the "until paid" of the quoted note, and it may be that the original note was written with "untill paid." Lincoln obtained judgment by default for his clients on March 26, 1841. *This case is the one referred to by him in his letter to Rowland, Smith & Company, dated April* 24, 1842. *It is included in Nicolay and Hay, but was first reproduced by Paul M. Angle in New Letters and Papers of Lincoln (Boston* 1930), 18-19, *in its entirety. The fact that Stuart & Lincoln were handling cases for this Louisville firm, as well as firms in Pittsburgh and St. Louis, makes it clear that the firm early became more than a local affair, drawing clients from places well outside of the limits of pioneer Illinois.*

During the week in which Lincoln filed this praecipe and declaration his present and future rival, Stephen A. Douglas became secretary of state of Illinois on the upward way that within a few years was to carry him to brilliant and outstanding service in Congress, while in the Senate at Washington Henry Clay delivered an address, no doubt read with care by his Springfield disciple, in which he set forth what he proposed should be the legislative program of the Harrison Administration. Clay declared with easy confidence that under his leadership there was to be a successor to the Bank of the United States put out of business by Jackson; repeal of Van Buren's subtreasury system; an upward revision of the tariff, and provision to aid the states to pay their debts—a knotty problem on the morrow of the panic of 1837*—by distribution among them of the proceeds of federal land sales. "Clay crows too much over a fallen foe," John Quincy Adams wrote in his Diary, and by so doing again proved himself a herald of bad news. Before three months had sped their course Tyler succeeded Harrison as President, and Clay soon found himself the leader of a majority party no longer able to enact the measures he prescribed for it.*

State of Illinois Sangamon county & Circuit	}	Of the March term of the circuit court of said county A.D. 1841

Thomas G. Rowland, Abram O. Smith, and George I.

Rowland, trading under the name, style and firm of "Rowland, Smith & Co" plaintiffs, complain of Josiah Francis, James D. Allen, & William S. Stone defendants, in a plea that they render to the said plaintiffs the sum of seven hundred and seventyfive dollars which they owe to and unjustly detain from them: For that whereas the said defendants, together with one Thomas Constant, since deceased, heretofore, towit, on the eleventh day of January in the year of our Lord one thousand eight hundred and forty at Athens towit, at the county and circuit aforesaid, by their certain writing obligatory sealed with their seals, and now shown to the court, the date whereof is the day and year aforesaid, acknowledged themselves to be held and firmly bound unto the said plaintiffs by their aforesaid firm name of Rowland, Smith & Co in the sum of seven hundred and seventyfive dollars above demanded, to be paid to the said plaintiffs one day after the date of the said writing obligatory, with twelve per cent int. (interest meaning—) from date (meaning the date of said writing obligatory) untill paid for value recd.

Yet the said defendants, nor either of them, nor the said Thomas Constant since deceased (although often requested so to do) have not as yet paid the said sum of seven hundred and seventyfive dollars above demanded, or any part thereof to the said plaintiffs but have hitherto wholly neglected and refused and still neglect and refuse sotodo— To the damage of the said plaintiffs of three hundred dollars and therefore they sue &c.

Lincoln p. q.

(Copy of note within declared on)

"$775-00

One day after date, we the subscribers the two first as principals the others as securities promise to pay Rowland, Smith & Co or order seven hundred & seventyfive dollars————cents with twelve per cent int. from date until paid for value recd.—— witness our hand and seals, dated at Athens Sangamon Cy. Ill. Jany 11, 1840

witness — J. Francis (Seal)
J. D. Allen (Seal)
Tho. C. Davis — W. S. Stone
Thos. Constant"

Rowland, Smith & Co

vs } Prec. & decl

Francis Allen & oths

Filed Jany 26th 1841
Wm Butler Clerk

BILL REPORTED BY LINCOLN AUTHORIZING CERTAIN DEBTORS OF THE STATE TO DISCHARGE THEIR INDEBTEDNESS IN INTERNAL IMPROVEMENT SCRIP, FEBRUARY 1, 1841

This act introduced by Lincoln in the lower house of the Legislature on February 1, 1841 *again reveals his careful regard for the interests of his constituents, particularly for residents of Springfield. The act in due course became a law. And on the day that Lincoln introduced in the Illinois Legislature this bill for the relief of debtors there was submitted to the governor of Michigan a report of the geologist of that state on the copper deposits along Lake Superior which was to hasten the growth of Michigan and Wisconsin, and add untold millions to the nation's wealth. Douglass Houghton, who made this report, was then thirty-two years old, the same age as Lincoln, but already had to his credit a crowded career. In* 1832 *he had served as surgeon and botanist to Henry Schoolcraft in the latter's expedition to the headwaters of the Mississippi, and after* 1837 *as state geologist of Michigan, an office created through his efforts, mapped in a birch bark canoe the mineral resources of a region that was to have an epic history. Houghton's report of* 1841 *was a guarded one, but it quickly drew men to what was to prove a new El Dorado. Town after town sprang up, and mine after mine was developed along the shores of Lake Superior. Continuing his solitary work as an explorer, Houghton perished in a snowstorm in October,* 1845 *but the developments he had begun went on without pause; and in* 1860, *Michigan and Wisconsin, already noteworthy in wealth and numbers, had a place among the states which made Abraham Lincoln President.*

An act authorizing certain Debtors of the State to discharge their indebtedness in Illinois Internal Improvement Scrip—

Be it enacted by the People of the state of Illinois represented in the General Assembly: That the obligors upon a certain bond executed by sundry citizens of the City of Springfield, in favour of the State of Illinois for the sum of fifty thousand dollars, be authorized to discharge the same or the balance due thereon, in whole or in part, in Illinois Internal Improvement Scrip—

DISCUSSION OF PEORIA FERRY BILL, FEBRUARY 1, 1841

The Sangamo Journal of February 15, 1841 *thus reports Lincoln's participation in the discussion in the lower house of the Legislature of a bill establishing a ferry at Peoria. William L. May, author of the enterprise, as recorded elsewhere, in the early years of Lincoln's career in politics played a varied role in business affairs and in politics.*

Archer from Comm. on Roads reported bill authorizing Wm. L. May to establish Ferry at Peoria. bill read twice. Phelps opposed the bill, and discussed the merits of several claims for the said ferry at some length. He was in favor of the right of the Trustees of Peoria.

Discussion by Gillespie, McClernand, Archer, Lincoln, Cavarly, Dodge & Kitchell opposed the reference, and Messrs Phelps & Henderson supported it; motion was tabled.

DECLARATION, PRAECIPE AND BOND DRAWN BY LINCOLN IN THE SUIT OF NEFF, WANTON & CO., VS. JOSIAH FRANCIS, FEBRUARY 2, 1841

The declaration, praecipe, and bond in this case were drawn by Lincoln. The cover notations, with the exception of the filing notation by Clerk Butler and the figures, are also in his handwriting. The amount given is the total of damages and court costs as computed by Butler. It is to be noted that the note quoted by Lincoln confirms the theory set forth in the footnotes to the original note of November 21, 1839, *of the fact that it was a part of the suit of Neff, Wanton & Co. vs. Constant & Francis, and not Kerr & Constant. As previously noted Neff, Wanton & Co. received a judgment for the amount of damages and costs computed by Butler, and it was handed down by the*

court on March 25, 1841. *It was also in the opening week of February,* 1841, *that a convention was held at Palmyra, New York, which may have passed unnoted by Abraham Lincoln, but did not escape the watchful eye of Thurlow Weed, then coming into his own as a Whig leader and maker of Presidents. This convention was held under the auspices of the Western New York Anti-Slavery Board, and the series of ringing resolutions which it adopted were soberly accepted by Weed and other vigilant students of the times as an omen of stormy days looming just ahead.*

State of Illinois Sangamon county and circuit	Of the March term of the circuit court of said county A.D. 1841

John R. Neff, George W. Neff; William R. Wanton & Charles N. Patterson plaintiffs complain of Josiah Francis surviving partner of the firm, late trading and doing business under the name style and firm of Constant & Francis, defendant, in a plea of Trespass on the case upon promises: For that whereas the said defendant, together with Thomas Constant since deceased, heretofore, towit, on the twentyfirst day of November in the year of our Lord one thousand, eight hundred and thirtynine, at the county and circuit aforesaid, made their certain promissory note in writing, signing thereto their aforesaid firm name of "Constant & Francis," bearing date the day and year aforesaid and thereby then and there promised to pay Four months after the date to the said plaintiffs thereof, by the style and discription of "Neff Wanton" the sum of three hundred and sixtyeight dollars, for value received and then and there delivered the said promissory note to the said plaintiffs; by means whereof, and by force of the statute in such case made and provided, the said defendant, together with the said Thomas Constant since deceased, then and there became liable to pay to the said plaintiffs, the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note, and being so liable, they, the said defendant and the said Thomas Constant, since deceased, in consideration thereof, afterwards, towit, on the day and year and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof Yet the said defendant, nor the said Thomas Constant since deceased (although often

requested so to do) has not as yet paid to the said plaintiffs the said sum of money in the said promissory note specified or any part thereof; but so to do hath hitherto wholly neglected and refused, and still does neglect and refuse to the damage of the said plaintiffs of five hundred dollars and therefore they sue &c.

Lincoln p.q.

(Copy of note sued on)

"$368——Four months after date we promise to pay to the order of Neff Wanton or order three hundred and sixtyeight dollars for value received.

Nov. 21. 1839 Constant & Francis"

John R. Neff, George W. Neff William R. Wanton & Charles N. Patterson trading under the name style and firm of Neff, Wanton & Co. vs. Josiah Francis, surviving partner of the late firm of Constant & Francis	Trespass on the case upon promises—Damage $500—00

The clerk will issue process in the above case——

Lincoln p.q.

John R. Neff, George W. Neff William R. Wanton & Charles N. Patterson trading under the name style and firm of Neff, Wanton & Co. vs. Josiah Francis, surviving partner of the late firm of Constant & Francis	In Sangamon circuit court

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action, either to the opposite party or

to any of the officers of this court in pursuance of the laws of this state—

A. Lincoln

Dated this 20th day of July A.D. 1841

Neff, Wanton & Co

vs } Decln &c.

Josiah Francis—
Filed Febry 2d 1841
Wm Butler Clk

397.44

LINCOLN PARTICIPATES IN THE DISCUSSION OF A BILL TO CREATE A BOARD OF AUDITORS, FEBRUARY 4, 1841

The Sangamo Journal of February 9, 1841 *thus briefly reports the discussion of a bill in the lower house of the Legislature on February* 4, 1841 *to create a board of auditors.*

Bill to create a Board of Auditors was discussed. Trumbull & Kitchell in opposition & Archer, Lincoln and Gillespie in favor of the bill.

AN ACT INTRODUCED BY LINCOLN SUPPLEMENTAL TO THE CHARTER OF THE SPRINGFIELD AND ALTON TURNPIKE COMPANY, FEBRUARY 4, 1841

On February 4, 1841 *Lincoln introduced into the lower house of the Legislature an act supplemental to the charter of the Springfield and Alton Turnpike Company. This bill here copied from the laws of* 1841 *page* 353-355, *was several times amended before its final passage. The original bill in Lincoln's handwriting has not been found.*

Sec. 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That the Springfield and Alton turnpike road company be, and they are hereby authorized to take and appropriate the work and materials on so much of the western division of the Alton and Mount Carmel railroad, as extends from the public landing in the city of Alton, to the junc-

ture of said railroad with the Alton and Shelbyville railroad, together with all the timber and other materials that have been furnished and not used for the first mentioned railroad, and so much of the work done and materials furnished upon the Alton and Shelbyville railroad as extends from the juncture aforesaid, towards its contemplated intersection with the Central railroad, and to continue along the line of said railroad towards the Central railroad so far as they may deem proper, and also to connect the turnpike or railroad contemplated in the charter of said turnpike company, with the Northern Cross railroad at Berlin in Sangamon county; or at such other point on said Cross railroad between Berlin and Springfield as may be most beneficial for the interest of said company, and for the public, and to use so much of the said Cross railroad between Jacksonville and Springfield as they shall deem necessary in common with the State, or any company to whom the same may be granted; and said Springfield and Alton turnpike road company shall pay to the State or company a proportionate amount for the necessary repairs of the road, and such further sum for the use of so much of said Cross railroad as shall be used as may be agreed upon by the parties; or in case of disagreement, such further sum as shall be decreed by the judge of the circuit court of Sangamon county sitting as chancellor: *Provided, always,* That the State or companies to whom the same may be granted, shall have the free and full use and enjoyment of the aforesaid State works without cost or charge, in common with the said Springfield and Alton turnpike road company: *Provided further,* That the said Springfield and Alton turnpike road company, shall enter into bond with sufficient security to the Governor, conditioned for the faithful application of the materials aforesaid, and for the efficient commencement of their said road within two years, and for the final completion of the same within ten years from the passage of this act.

Sec. 2. The said Springfield and Alton turnpike road company are hereby further authorized to use so much of the railroad iron now owned by the State, as will be sufficient to lay down a single or double railroad track, from the end or diverging point of the State works on the Alton and Shelbyville railroad, to the point of intersection with the Northern Cross railroad contemplated in this act, for which iron so to be used, the said company shall pay a fair value, to be determined by the company, and the proper agent of the State, which sum or value so agreed upon shall be paid by said company to the State, when it is required

to pay its bonds given for said iron; the interest on the amount of iron so purchased is to be paid at such time and times as the interest is required to be paid on the bonds given as aforesaid, and the rate of interest to be the same; the final payment for said iron to be secured by pledging to the State the railroad to be constructed by the company, and by giving additional security to the satisfaction of the State.

Sec. 3. The Governor upon the filing a bond in the amount sufficient to cover all damages which may be sustained by the State, shall authorize the said Springfield and Alton turnpike road company to have and take the work and materials aforesaid, and use the same as hereby directed.

Sec. 4. That the proviso in the ninth section of the act to which this is an amendment, be, and the same is hereby repealed.

Sec. 5. That at any time after fifteen years from the completion of said Springfield and Alton turnpike road, or a railroad in lieu thereof as authorized by the charter of said company, the State shall have the privilege of purchasing said road by paying to said company the original cost of said road exclusive of the value of the work and materials obtained from the State, as herein before provided, together with such a sum by way of interest, as may, when added to the profits, the company may have received from said road equal an annual interest of six per centum on said original cost, in case said profits shall have fallen short of such annual rate of interest.

Sec. 6. That Thomas G. Hawley, Benjamin K. Hart, Jonathan T. Hudson, Jeremiah A. Townsend, John W. Buffum, S. M. Tinsley, S. B. Opdycke, F. A. Olds and Cyrus Edwards shall be commissioners in connection with the present directors of said Springfield and Alton turnpike road company, the duty of whom, or a majority of whom, shall be to open the books in the city of Springfield and Alton, or wheresoever they may deem proper after giving such notice as is required by the original charter of said company; to receive subscriptions for a sufficient amount of stock in said company over and above the present capital stock, as will enable said company, without delay, to proceed to complete said road; and the said commissioners are further authorized to receive subscriptions for so much of the original capital stock of said company as has been previously subscribed for, and on which no part of the subscription money or any installments have been *bona fide* paid.

Sec. 7. That all acts and parts of acts inconsistent with the provisions of this act, be, and the same are hereby repealed.

Sec. 8. This act to take effect from and after its passage."

Approved Feb. 27, 1841

LETTER OF LINCOLN TO JOHN T. STUART, FEBRUARY 5, 1841

In this letter Lincoln suggests to his partner, the appointment of their mutual friend Edwin B. Webb for district attorney. Webb, however, did not secure the appointment. On the same day in the Legislature Lincoln presented a remonstrance against a mill dam across the Sangamon.

Springfield, Feb. 5, 1841

Dear Stuart: Some of us here have concluded that if it is agreeable, Bat Webb shall be our District Attorney. He would accept the place, but will not enter into a scramble for it. We here, or at least I, know of no other applicant. I will add that I really have my heart set upon Webb's appointment to this place, and that I believe the whole party would be gratified with it.

What the Locos will do about the Congressional election, no man can tell. I heard Herndon say on yesterday that he was in favor of taking Jersey, Green, Scott, Morgan, Cass, Menard, Sangamon, Logan and Tazewell from your District and adding them to Reynolds, and leaving all else in statu quo. Something like this I think more probable than the District system, because our opponents are somewhat afraid of the latter themselves.

As ever, your friend,
A. Lincoln

DECLARATION AND PRAECIPE BY LINCOLN IN THE SUIT OF BROWN VS. THOMAS AND CROWDER, FEBRUARY 6, 1841

This declaration and praecipe, the original of which is now owned by the Western Reserve Historical Society of Cleveland, Ohio, were written by Lincoln with the exception of the notations in regard to the filing of suit by Clerk Butler. The junior partner of Stuart & Lincoln wrote on grayish, blue paper of letter size and the penned documents include two pages written upon both sides. Thomas and Crowder defaulted in the case and

on March 25, 1841, *Lincoln's client was awarded a judgment of* $335.75. *This was slightly above the amount of the note, but probably included court costs. Also on February* 6 *Lincoln, in the Legislature, voted against the tabling of a Whig resolution designed to suspend the operation of, for the Whigs, a most distasteful judiciary bill which had been passed on February* 1. *The resolution, however, prevailed by a vote of* 35 *to* 45. *On the same day in the House Lincoln voted in favor of allowing the fund commissioners to give state bonds for internal improvement and canal scrip whenever the holders of the same desired it. This bill was finally passed on February* 10, *Lincoln voting aye.*

State of Illinois Sangamon County and Circuit	Of the March term of the circuit court of said county A.D. 1841

James N. Brown plaintiff complains of Jesse B. Thomas and John C. Crowder defendants in answer of a plea of Trespass on the case upon promises: For that whereas the said defendants, heretofore towit, on the second day of October in the year of our Lord one thousand eight hundred and thirty nine, at the county court and circuit aforesaid, made their certain promissory notes in writing, said Thomas signing his name thereto "J. B. Thomas," bearing date the day and year aforesaid, and thereby then and there promised to pay, twelve months after the date thereof, to the said plaintiff on order, the sum of three hundred and twenty six dollars, and fifty cents, for value received, and then and there delivered the said promissory note to the said plaintiff, by means whereof, and by the force of the statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note, and being so liable, they the said defendants, in consideration thereof afterwards, towit on the day and the year aforesaid, at the county and circuit aforesaid, undertook and then and there faithfully promised, the said plaintiff to pay him the said sum of money in the said promissory note specified according to the tenor and effect thereof—

Yet the said defendants (although often requested so to do) have not as yet paid to the said plaintiff the said sum of money in the said promissory note specified, or any part thereof; but sotodo have hitherto wholly neglected and refused, and still do neglect

and refuse To the Damage of the said plaintiff of five hundred dollars, and therefore he sues,

Lincoln p. q.

(Copy of note given by Thomas and Crowder)

"Dollars 326 50/100 Springfield 2nd October 1839

Twelve months after date we or either of us promise to pay to James N. Brown on order Three hundred and twenty six dollars, fifty cents for value received—

J. B. Thomas
John C. Crowder"

Remainder of court document

James N. Brown
vs.
Jesse B. Thomas &
John C. Crowder

Trespass on the case
upon promises
Damages $500

The clerk of the Sangamon Circuit court will issue process on the above—

Lincoln p. q.

(Note in handwriting of court, signed by Thomas and Crowder)

"Dollars 326 50/100 Springfield 2nd October 1839

Twelve months after date we or either of us promise to pay to James N. Brown on order Three hundred twenty six dollars Fifty cents for value received

J. B. Thomas
John C. Crowder"

42.50	
62-	
71	
66-	
85-	326.50
$ 326.50	9.68
	$335.98

(Recording of the case on outside of the document)

82

James N. Brown
vs.
Jesse B. Thomas & John C. Crowder

Precipe & Decln

Filed Feby 6, 1841
Butler Clk.
$335.95

LINCOLN MOVES TO POSTPONE BILL REQUIRING SANGAMON COUNTY TO DISTRIBUTE CERTAIN MONEY, FEBRUARY 9, 1841

The Sangamo Journal of February 12, 1841 *thus reported a House debate in which Lincoln participated on February* 9. *On the same day in the Legislature Lincoln reported from a select committee an amended bill providing for the election of a public binder, while on his motion the House indefinitely postponed consideration of an act to divide certain money between the counties of Cass, Menard, and Sangamon.*

"Mr. Ross Intro. a bill requiring Sang. Co. to distribute certain money which she rec. in 1829 from the sale of Vermillion Saline Lands, to the counties bordering. Mr. Lincoln moved the indefinite postponement of the bill. Discussion ensued on this motion. Lincoln & Brown supported the motion and Ross & Ormsbee opposed it. Decided to postpone the bill indefinitely by yeas 43, nays 34."

DISCUSSION PARTICIPATED IN BY LINCOLN OF PROPOSED REPEAL OF ACT MAKING STATE BANK FISCAL AGENT OF THE STATE, FEBRUARY 10, 1841

The Galena Northwest Gazette and Advertiser on February 17, 1841, *thus reported a House debate on February* 10 *to repeal a bill making the state bank a fiscal agent of the state. On the same day Lincoln's name appears on several roll calls resulting from attempts of the Whig members to forestall passage of a new judiciary bill, the Council of Revision having vetoed a previous measure dealing with the subject. In the end the bill was passed by a vote of* 46 *to* 43. *It was during this week of February,* 1841, *that Stephen A. Douglas and other aspiring Democrats were appointed to seats on the reorganized Supreme Court of Illinois, much to the disgust of Abraham Lincoln and protesting fellow Whigs, while in London, Thomas Carlyle, then in the flush of his powers as a teacher of righteousness and of the part great men have played in history, was reading the proofs of the volume to which he gave the title of Heroes and Hero Worship—a book which it is probable Abraham Lincoln never read, but which his future partner, Billy Herndon, did with zest and abiding profit.*

A very interesting debate sprang up in the House yesterday upon a bill to repeal the act of making the State Bank the fiscal

agent of the State. The discussion took a wide range and was viewed with a good deal of interest, as involving, indirectly, the question whether the Bank should be sustained in a further suspension of specie payments. There is a manifest disposition on the part of some of the Van Buren men to prop up the Bank, and it is perfectly apparent that the party are prepared to detach a fraction of themselves to go with the Whigs in sustaining the Bank—their usual policy—and then throw the odium of suspension upon the Whigs. Mr. Lincoln said that he was tired of this business. If there was to be this continual warfare against the Institutions of the State, the sooner it was brought to an end the better. If the great body of the party would act upon conservative principles, he was willing to go with them, but this scheme of detaching a fragment from their party to help the Whigs pass a measure and then turn around and kick and cuff us for it, had practiced long enough. The Bill was finally referred to the committee on Banks and Corporations. The debate was exceedingly interesting and occupied nearly the whole of the day. The chief speakers were Messrs. McClernand and Lincoln, and the encounter between them was peculiarly sharp and personal. This Bank question may be considered now fairly before us, and it is one fraught with difficulties and embarrassments on all sides.

LINCOLN PARTICIPATES IN DISCUSSION OF A BILL TO ENLARGE MENARD COUNTY, FEBRUARY 18, 1841

The Sangamo Journal of February 26, 1841 *included this report of a part of the activity of the House on February* 18.

Bill to extend the boundaries of Menard County was taken up. On question of ordering bill to second reading Messrs. Lincoln, Brown & Francis opposed the motion, and Mr. Bennett supported it. House refused bill a second reading, ayes 59, nays 40. A second bill came on for discussion in House on Feb 22. Francis opposed it and asked the bill be referred to a select comm. to give his constituents a hearing. He expected to receive a remonstrance from majority in that part of the county. Bennett supported bill & opposed ref. Lincoln was in favor of reference as his colleague had stated, The people directly interested in the matter were opposed to the measure; he should most certainly oppose the bill—would obey the will of his constituents. Hoped the reference would be had.

House refused reference. Francis offered an amendment, striking out all after enacting clause and forming the county of Athens. Bill then ordered to a second reading.

LINCOLN PARTICIPATES IN DISCUSSION OF JUDICIARY BILL IN THE HOUSE, FEBRUARY 18, 1841

The Sangamo Journal of February 26, 1841 *thus briefly reports discussion of the new judiciary bill in which Lincoln had a leading part. On the same day Lincoln voted to reduce the salary of the attorney-general from* $1500 *to* $1000., *but opposed a similar move affecting members of the Supreme Court.*

The day before Lincoln helped to keep his friend Browne on the bench, a meeting of pioneers who had left the East to settle in Oregon was held at the Methodist Mission on the Williamette, nearly every male inhabitant south of the Columbia, of full age, being present. This meeting chose a judge and other officers and appointed a committee to draft a code of laws. There followed other assemblies of settlers, and at Champoeg on July 5, 1843, *a constitution was adopted which forbade slavery in the "Territory," and was to remain in force until the United States took jurisdiction over the Oregon country, a jurisdiction then disputed by Great Britain. And so began the making of a state which among other things was in* 1860 *to play a potent part in the nomination of Abraham Lincoln to the Presidency.*

Discussion of new Jud. Bill establishing circuits. Drummond moved to strike out the name of T. C. Browne as Judge of the 6th circuit and insert name of S. H. Treat. This discussed by Lincoln, Trumbull & White. On vote decided in negative

DECISION OF SUPREME COURT OF ILLINOIS, SCAMMON VS. CLINE, FEBRUARY 24, 1841

(Herndon-Weik Collection)

The decision here reproduced is not in the hand of Lincoln and his replication appears to have been written by his friend James H. Matheny, but is included as the conclusion of one of his earliest cases in the Supreme Court of Illinois. It is often listed as his first case in that court, but recent studies prove he had appeared in an earlier case, that of Thomas vs. Heirs of Baxter Broadwell. The history of this case is a relatively long one, having begun with the following note, the basis of the suit:

"52.50

One year after date I promise to pay D H. Whitney or bearer fifty-two dollars with use. Value received in goods, &c.

Belvidere, Nov. 19, *A.D.* 1836

Cornelius Cline"

Whitney assigned the note to Scammon, who brought suit before Hiram Waterman, a justice of the peace. The justice rendered a judgment favoring Cline, upon February 21, 1839. *Scammon appealed the case to the Boone circuit court, where it was tried before Dan Stone, legislative colleague and friend of Lincoln. This was in April,* 1840, *and the appeal was dismissed upon the ground that no court existed in Boone county at the time of its filing. Norman B. Judd, member of the group that later helped to make Lincoln President, was the legal partner of Scammon, and appealed the case to the Supreme Court of Illinois. James L. Loop, of Belvidere counsel for Cline, retained Lincoln as co-counsel. Upon June* 10, 1840, *Giles Spring moved that Cline be ruled to join in error, or to answer the plaintiff in error, Scammon. Attorney Lincoln made his first argument before the Supreme Court of Illinois, as counsel in this case, appearing before the court upon June* 18, 1840. *As is seen by the decision, he lost the case, when the court decreed that Seth Whitman's appointment as clerk of court constituted the inception of a circuit court for Boone county. The case was heard by the Boone circuit court as ordered, and upon April* 27, 1841, *the jury upheld the judgment in favor of Cline. The defendant in error, Cornelius Cline was a pioneer settler of Boone county, while the plaintiff, John Young Scammon, was for a time a partner of Norman B. Judd, and long eminent at the Chicago bar.*

The court is of opinion that this case was improperly dismissed altho' the appeal bond appears to have been taken by the Clerke before the time was fixed by law for holding the court, yet the court itselfe must be considered in existence at that time, otherwise there would have been no Clerke by whom the appeal could be allowed. untill the Legislature fixed the time for holding court; This authority was by a prior law vested in the judge, and whether he exercised the authority by designating a time is immaterial.

The existance of the court and the right to take an appeal to it, must be regarded as having commenced with the appointment of a Clerke of the court by the Judge thereof

UNIVERSITY OF

As respects the jurisdiction of the Court (for the want of which this case was dismissed) we are also inclined to think that if the Court had had jurisdiction at the time its process was issued it ought to have entertained & tried the cause. Jugt. therefore is reversed and the case remanded to the C. C. for trial

J. Y. Scammon vs C Cline
Error to Boone

Filed Feb. 24
1841
Geo. Duncan
Clk

LINCOLN PARTICIPATES IN DISCUSSION OF A BILL TO INCORPORATE THE SPRINGFEILD AND ALTON TURNPIKE COMPANY, FEBRUARY 25, 1841

The Sangamo Journal of March 5, 1841 *thus reports a discussion in the House on February* 25 *of a motion by Lincoln to order engrossment of an act supplemental to the charter of the Springfield and Alton Turnpike Company. On the same day Lincoln took an active part in a discussion of the State banking bill which was finally passed with* 43 *ayes and* 38 *nays—Lincoln voting nay.*

On motion of Lincoln, the bill to incorporate the Springfield and Alton Turnpike Company, was taken up. After some discussion of some length between Messrs. Lincoln, Olds, and Gillespie in favor of, Mr. Ross against, the bill was ordered to a third reading.

AMENDMENT PROPOSED BY LINCOLN TO BILL FOR THE COMPLETION OF THE ILLINOIS AND MICHIGAN CANAL, FEBRUARY 26, 1841

The Sangamo Journal of March 5, 1841 *thus reports a discussion in the House on February* 26 *of an amendment proposed by Lincoln to a bill for the completion of the Illinois and Michigan Canal. It was on this occasion that Lincoln, prompted by the opposition of a fellow member, one Wickliffe Kitchell, told his famous story of the old man who kept firing at a squirrel in a tree that turned out to be a louse on his eyebrow.*

Bill for early completion of the Illinois & Michigan Canal was taken up.

Mr. Lincoln offered an amendment, thaat the state pay the bonds at par for all work hereafter done, and to issue therefor $3,000,000 bonds.

Mr. Bissell moved to strike out 3 and insert $1,500,000.

Mr. Lincoln accepted the amendment. Messrs. Lincoln and Dodge supported the bill and Mr. Ormsbee & Kitchell opposed it. Mr. Kitchell was surprised at the course the gentleman from Sangamon (Mr. Lincoln). We were already prostrated by debt and the gentleman thought it would be for the interest of the state to go still deeper. Mr. K. said it reminded him of an anecdote, which he would relate. A drunkard in Arkansas took so much of the *cretur,* that he lost his reason and remained for some time in a state of insensibility. His wife tried every experiment to cure him, but it was no avail, until a neighbor came to the house and recommended some *brandy toddy.* The insensible man rose at the word *toddy,* and said "that is the stuff." It was so with the gentleman from Sangamon—more debt would be for the better.

Mr. Lincoln replied. He begged leave to tell an anecdote. The gentleman's course the past winter reminded him of an eccentric old bachelor who lived in the Hoosier state. Like the gentleman from Montgomery, he was very famous for seeing *big bugaboos* in everything. He lived with an older brother, and one day he went out hunting. His brother heard him firing back of the field, and went out to see what was the matter. He found him loading and firing as fast as possible in the top of a tree.

Not being able to discover anything in the tree, he asked him what he was firing at. He replied a squirrel—and kept on firing. His brother, believing there was some humbug about the matter, examined his person & found on one of his eye lashes a *big louse* crawling about. It is so with the gentleman from Montgomery. He imagined he could see squirrels every day, when they were nothing but lice. (The house was convulsed with laughter) The question was taken on agreeing to the amendments of Mr. Lincoln and decided in the negative—yeas 41, nays 32.

WHIG PROTEST AGAINST THE JUDICIARY BILL ENACTED BY THE ILLINOIS LEGISLATURE, FEBRUARY 26, 1841

As elsewhere indicated the personal and factional rivalries which then largely shaped the political history of Illinois had issue early in 1841 *in a summary remaking of the Supreme Court of the state by a Democratic legislature and governor. The attempted removal of Alexander P. Field from the office of secretary of state had ended in a judgment of the Supreme Court that prompted angry dissent from Democratic newspapers and leaders; and this was emphasized when at the December term of the court in* 1840 *a contradictory decision was given by the court having to do with the disputed right of aliens to the ballot. This sequence of events gave excuse for re-organization of the Supreme Court which had been for some time under discussion. On December* 10, 1840, *a bill was introduced in the Senate for reorganization and after a long debate passed by a substantial vote. The House adopted it on February* 1, 1840 *and signed by the governor it became a law. The measure provided for the appointment of five additional justices of the Supreme Court who with the four judges already sitting were to perform the duties of the nine circuits of the state and, as an important secondary development, assure a Democratic majority in the court. Returned on February* 2 *for revision with suggested amendments, the bill again passed the Senate and on the same day was repassed by the House —this despite the angry but unavailing protests of the Whig members of the two houses. The Whig state of mind is reflected in a protest signed by the Whig members of the legislature here reproduced from the House Journal. Lincoln was one of the signers of this protest and its pith and cogency leave no doubt that he was its principal author. It is to be noted that one of the Democratic leaders chiefly responsible for the remaking of the Supreme Court was Stephen A. Douglas who was promptly appointed to a seat on it by the governor and served as a justice until his election to the lower house of Congress on the way to long and fateful service in the Senate.*

PROTEST

The genius and the policy of Republican institutions alike indicate the wisdom and the necessity of a frequent appeal to the people. It is thus, and thus only that the misconduct of their Representatives may be rebuked, and when the guards of our

Constitution, and the sacred rights of minorities are trampled under foot, the time has arrived for the appeal and the decision.

The undersigned, members of the present General Assembly, have witnessed with regret and indignation, the passage of the law for the re-organization of the Judiciary. Their earnest and repeated efforts to defeat it have been unavailing, and already the din of the degrading contest for its offices and emoluments, sounds mournfully in the ear of patriotism.

To the majority of a Legislature whose idol is party supremacy, we have addressed our reasons in vain. Announced as a party measure for party purposes, it has been strengthened by the startling admission, and it only remains for us to present to the people and the country, the causes of our opposition, and our opinion of the results.

Our great objection to this bill is, that it is uncalled for by public opinion, or public convenience. The bill provides for the repeal of all the circuit courts, and for the election of five additional Supreme Judges, who, together with the present Supreme Judges, are required to hold circuit courts.

This is an entire change in our Judiciary system. By what necessity is it justified, or by what emergency is it required? Does it cause more courts to be held, or more causes to be decided? Will delays of justice be obviated, or justice brought nearer to any man's door? To all these questions, the answer must be, no. There are still but nine circuit judges.— They at least can perform no more duty by being Supreme Judges. They can travel no further, endure no more, sleep no less; for at best they are but men; and whoever for a moment examines, will see, that this bill, so far from aiding the speedy administration of justice, must by imposing new and increased duties upon the judges presiding on the circuits, most materially delay and impede it .

Since the adoption of the circuit system in 1834, the need of additional circuits has been constantly increasing, and gradually supplied. Our population has doubled, our business has increased in a still greater proportion, and the creation of new circuits, so as to keep pace with this advance, has been demanded by the people, and performed by the legislature.— There can be no doubt that a continuance in this course would have proved for the future, as it has done for the past, convenient, economical, and satisfactory.

But if this change has not been called for by public convenience still less has it been demanded by public opinion. When

the Legislature assembled in advance of the usual time, the public mind was turned with feverish anxiety to the conditions of the State, and the course of its rulers; an increased debt and empty treasury. Our internal improvement system a wretched skeleton, railroads half finished, or half decayed; iron without roads, and roads without iron; the canal so surrounded with difficulties that even its truest friends were almost forced to stop, "too fearful, and too faint to go." Our scrip, issued on the faith of the State, spreading like leaves, every where, and like leaves almost valueless. These were some of the difficulties of our condition, and these it was supposed, required our utmost wisdom and patriotism. But while thus surrounded by clouds of misfortune, there was one part of the State administration against which there was no complaint, and in which almost alone, no change was required. Need we say this was our system of circuit courts, established after various trials, conforming itself to the condition and increase of our population, and approved by the experience of all the surrounding States. How strange, how unaccountable must it appear, that while all the rest of these great interests remain unprotected, almost untouched, this system of circuit courts has been attacked and destroyed. Yet, if unjust and unwise as we believe it to be, public opinion, the great moving principle of free government, had indicated this change, we would have yielded obedience to its dictates, or at least bowed in submission to its authority. But this was not the case. In the canvass preceding the late election, excited and heated as it was, the subject was undiscussed, the change was not proposed, even when it was known that there was a large majority of Van Buren men in either branch of the Legislature. Up to this moment, no petition, no complaint upon this subject has invited the attention of this body, or asked from it Legislation to destroy our Judiciary system.

Thus unasked, unrequired, the bill has been ushered into existence, not merely in advance, but in defiance of that public will for which its supporters always profess such profound respect.

Nor is the manner in which this bill has been sustained, less remarkable. It was preceded by the statement that the destruction of the existing system was to be followed by the creation of interior tribunals, by which the public interest would be advanced. Their jurisdiction, their judges, their location, were left to the imagination of those whose votes were necessary; and if visions of judicial dignity burst upon their excited fancy, and

furnished powerful reasons in support of the bill they were called upon to pass, it might well be called a master stroke of policy, if not of morals, to suggest the item. Nor were the spoils of victory to be disregarded.— Scattered in every county of the State, the new clerkships might tempt avarice, and excite ambition, or at least afford a safe, if not honorable retreat from the indignation of the people.

But, as if these reasons were still insufficient, the genius of its friends were called into brilliant exercise in rousing, the spirit of party; and the dominant party were called to its support in the name of Democracy, as if the spirit of Democracy could animate a measure remarkable only for its supreme contempt for the popular will, or stern determination to usurp power. It was thus the Democracy were called on to rally to its support, and it was unblushingly avowed as its object, to obtain a Democratic majority in the Supreme Court, that they might decide questions of law according to the principles of Democracy, or in other words, according to the will of the party in power. It was by these and kindred means that the bare constitutional majority was obtained, and thus the independence of the Judiciary, the surest shield of public welfare and private right, has been brought to abject submission at the feet of Legislative authority.

We have not been neglectful of our duty in warning the majority of the dangers of these violations of the spirit of the Constitution. We have pointed to the care with which the Constitution has guarded the rights of the Judiciary. We have remonstrated against this evasive mode of removing Judges who are expressly required by the Constitution to be commissioned during good behaviour. We have asked that if criminal or incompetent, they should be removed by address or impeachment, the only modes known to the Constitution; and we have deprecated in earnest but respectful terms, an arbitrary exercise of power which may soon become the precedent for still more flagrant violations of right and justice. But we have striven in vain; the torrent of party prejudices has borne down our objections, and we can only hope that in the majesty of the popular will it may find a barrier sufficient to impede its course and stay its mischief.

We desire to say also that we consider this a fit occasion to express our conviction of the great injury this bill will cause to our character as a State. We have arrived at a critical period in our history; we seem to be surrounded by adverse circum-

stances well fitted to try our public faith and individual virtue. It would be the greatest, as we trust it may be the last evil we could endure, to lose our rank among States, and stand disgraced amid the fair sisters of our confederacy. But if, to the calamities to which we are already subject, and which direct painful attention to our course, is to be added a party Judiciary, made by one party, and for one party, and of one party, who that loves his country does not painfully perceive the deep but certain degradation which awaits us.

Nor do we think the influence of this bill less pernicious in its more immediate results; that there will be a lamentable want of confidence in our courts, we firmly believe; nor indeed can it be otherwise. Whoever may be selected as Judges under this bill must feel that they received their offices from party domination, for party purposes, and the lofty independence so becoming to a judge cannot exist; the will of the party and the success of the party must be in their thoughts, and if it were possible to suppose it otherwise, how will they stand with the community? Will they not be subject to the galling, but continual imputation, to the burden of a suspicion, justified, if not by their conduct, at least by their position, baneful and miserable must the tendencies of this measure be, since our courts if not corrupt, must be suspected, and the streams of justices tinged, if not by the impurity of the fountain, by the jaundiced vision of the beholder.

There are some of the undersigned who witnessed in another State the fearful consquences of a similar interference with the courts by the Legislative authority. They saw there a contest thus produced which for bitterness and ferocity has seldom been equalled; they witnessed the whole framework of society shaken, justice denied, delayed, and brought into dispute; crime stalking unrebuked and unpunished, and the best interests of a community shattered or crushed, and they cannot remain silent when an attempt is made which being intended for similar purposes, may produce similar results.

For the reasons thus presented, and for others no less apparent, the undersigned cannot assent to the passage of the bill, or permit it to become a law without this evidence of their disapproval; and they now protest against the passage of a bill for the re-organization of the Judiciary; because,

First. It violates the great principles of the government by subjecting the Judiciary to the Legislature;

Second. It is a fatal blow at the independence of the Judges, and the constitutional term of their office;

Third. It is a measure not asked for, or wished for by the people;

Fourth. It will greatly increase the expense of our courts, or else greatly diminish their utility;

Fifth. It will give our courts a political and partizan character, thereby impairing public confidence in their decisions;

Sixth. It will impair our standing in the opinion of other States, and the world;

Seventh. It is a party measure, for party purposes, from which no practical good to the people can possibly arise, but which may be the source of innumerable evils.

The undersigned are well aware that this protest will be altogether unavailing with the majority of this body. The blow has already fallen, and we are compelled to stand by, mournful spectators of the ruin it will cause. But we cannot do otherwise than point out the danger of this measure, its impolicy and its usurpation, in order, at least, that the despotism of a momentary majority may not become a precedent for succeeding enormities, or future crimes.

We have thus accomplished our only remaining duty on this painful subject, and we commit the final decision of this great question to the judgment and justice of the people. We have struggled ineffectually to guard the principles of our government from unhallowed innovation and we now submit this great question to our constituents, and the country. As Representatives, we can do no more; as citizens, we shall be found where we have ever been, contending for the supremacy of the Constitution.

Nor are we without one great consolation: there is a spirit in the people, sometimes slumbering, but never extinct, which, when thoroughly aroused by usurpation or tyranny, will overwhelm the usurper and his devices in an undistinguished ruin; nor can they long escape this generous indignation, who prostitute the power bestowed by the people to unworthy ends or selfish purposes. When that spirit shall kindle in its might, and rebuke the authors and abettors of this plan, we may rely upon this

protest as a proof of our fidelity to the cause of the country, and a shield against the indignation of the people.

Joseph Gillespie,
John J. Brown,
Leander Munsell,
Wm. B. Archer,
John F. Charles,
Isaac Funk,
Alden Hull,
John Darnielle,
Geo. W. Waters,
Cyrus Edwards
James T. Cunningham,
John Bennett,
Thomas Threlkeld,
A. Lincoln,
J. M. McLean,
H. W. Thornton,
Wm. A. Minshall,
Jas. M. Bradford.
John J. Hardin,
Jeremiah Cox,
Peter Menard, Jr.,
Wm. B. Henderson,
James Reynolds,
Wm. W. Bailey,
D. M. Woodson,
E. B. Webb,
John Denny,
Isaac Froman,
James H. Beall,
Josiah Francis
Daniel Troy,
James Parkinson,
John Canady,
Alexander Phillips,
Jas. N. Brown,

DECLARATION AND PRAECIPE IN THE SUIT OF W. & C. FELLOWS VS. ALLEN & STONE, MARCH TERM, SANGAMON CIRCUIT COURT, 1841

(Herndon-Weik Collection)

The declaration, quoted note, and praecipe in this case are in the handwriting of Lincoln. The cover notations are in another hand, but as the paper is torn, no conclusive evidence can be drawn. The familiar "Wm" of William Butler's signature appears to have been penned, but there is no conclusive evidence of the fact. The words, "Fellows" "Stone," are placed in brackets and appear to have been penned by Jesse W. Weik. The use of brackets in the praecipe is due to the torn page, and the words have been filled in from what appears to be the obvious context. The usual order, "The clerk of the Sangamon circuit court will issue process in the above entitled cause," seems to have been torn from the praecipe, as were probably the words, "Lincoln p.q." It will be seen that Lincoln spelled or mis-spelled "business" as "bussiness." The case was tried in the same term as that in which it was filed, and upon March 26, 1841, *W. and C.*

Fellows received judgment by default. Lincoln represented the two Fellows.

And it was on a Sabbath day in March, 1841, *that Dorothea Lynde Dix who twenty years later was to have helpful association with President Lincoln, began her great struggle to better the condition of the insane. Born in Maine in* 1802, *Miss Dix at thirty-nine was a school-teacher in East Cambridge, Massachusetts, when on a Sunday afternoon she learned for the first time the miserable condition and unfeeling treatment of the three or four insane people confined in the jail of that town, and for a fee shown by its warden to visitors. Shocked and indignant, and quickly made aware that such treatment of the insane was a common practice, she at once began a drive, furious in its intensity, that lasted for forty years, and in the course of which she travelled thousands of miles, visited hundreds of prisons, jails and almshouses, and, in every part of the republic worked a permanent and salutary revolution in the treatment of the insane.*

Miss Dix was in Europe at the outbreak of the Civil War, but at once returned to the United States, and, three hours after the Sixth Massachusetts in April, 1861, *was fired upon in Baltimore on its way to the front, she left Boston for Washington to offer her services as nurse. A little later she was appointed superintendent of women nurses for the Union Army, and, honored and trusted by a sorely-tried President and his aides, she ably served in that post until the war's end. Then she returned to her work for the insane, a work that ended only when death came to her in her eighty-first year.*

State of Illinois } Of the March term of the circuit
Sangamon county & } court of the county aforesaid A. D. 1841
Circuit }

William Fellows and Cornelius Fellows trading and doing bussiness under the name style and firm of "W & C. Fellows" plaintiffs complain of James D. Allen and William S. Stone late trading and doing bussiness under the name style and firm of "Allen & Stone" defendants, being in custody &c. of a plea of Trespass on the case upon promises: For that whereas the said defendants, heretofore, towit, on the twentythird day of March in the year of our Lord one thousand eight hundred and thirty-seven, at Louisville, towit at the county & circuit aforesaid made their certain promissory note in writing, signing thereto their firm name, bearing date the day and year aforesaid, and thereby then and there promised to pay six months after the date thereof—

the said plaintiffs, by their aforesaid firm name, or order, four hundred and eleven dollars and fortyseven cents for value received and then and there delivered the said promissory note to the said plaintiffs; by means whereof, and by force of the statute in such case made and provided, the said defendants then and there became liable to pay to the said plaintiffs the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note, and being so liable, they the said defendants, in consideration thereof afterwards, to-wit, on the day and year & at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs to pay them the said sum of money in the said promissory note specified according to the tenor and effect thereof—

Yet the said defendants (although often requested so to do) have not as yet paid the said sum of money in the said promissory note specified or any part thereof; but so to do have hitherto wholly neglected and refused; and still do neglect and refuse— To the damage of the said plaintiffs of six hundred dollars and therefore they sue &c.

Lincoln p. q.

(Copy of note sued on)

"$411 47/100 Louisville March 23— 1837

Six months after date we the the subscriber of Athens county of Sangamon and state of Illinois promise to pay W. & C. Fellows, or order four hundred & Eleven dollars, 47 Cents for value received

Allen & Stone"

William Fellows &
Cornelius Fellows, trading
and doing bussiness under
the name style and firm
of W & C. Fellows
vs
James D. Allen &
William S. Stone late
trading & doing bussiness
under the name styl[e &]
firm of Allen [& Stone]
W. & C. [Fellows]
vs
Allen [& Stone]
Filed
Wm Butler, Clk

} Trespass on the case upon promises— Damage $600—

DECLARATION AND BOND BY LINCOLN IN THE SUIT OF WOODS, STACKER & CO. VS. TAYLOR, MARCH 3, 1841

(Herndon-Weik Collection)

The declaration in this suit is a printed document in part, and partially in the hand of Lincoln. He has filled in the words, "Sangamon, Sangamon county, March," and the figure "1" in the heading, beginning with the words, "State of Illinois," and concluding with the figures, "1841." At this point the document is taken up in the handwriting of Lincoln. He begins with the words, "Robert Woods, Joseph Woods," and concludes with the "case upon promises—." The printed document begins after the words, "case upon promises," but there is much of Lincoln's penmanship in the second paragraph. It dominates the paragraph, the printed words being fewer in number. The printed words are the following, towit: "For that whereas the said defendant on the day of in the year one thousand eight hundred and at made a certain note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and then and there delivered the said note to by which said note the defendants promised to pay." The other parts of paragraph two were penned by Lincoln, but concluded with the printed words, "for value received."

The third paragraph may be said to begin with the printed words, "And the said," which Abraham Lincoln crossed out, and to conclude with the final words of the declaration, "the said plaintiffs bring suit &c." This section of the printed legal paper is in printed words, with the exception of a few words inserted by Attorney Lincoln. These are, "nineteenth, February, forty, was, five hundred, was, five hundred, and five five hundred." The junior partner penned "Logan & Lincoln p q" at the end of the declaration. He added an "s" to the word, "plaintiff," in every case but one, this being in the phrase, "to the said plaintiff," preceding the words, "but to pay the same." He also added an "s" in the word "has," in the two clauses, "has not yet paid the said several sums," and "has hitherto altogether refused." There is slight error in the concluding words, where Lincoln uses the singular of the verb, "brings," with the plural subject, "plaintiffs." This is a mistake of little import, but reveals an oversight upon the part of a busy man.

The printed document has been crossed out in places, and all words, and sentences so done away with, were crossed out by the hand of Lincoln. The printed form permits of a comparison with the written form of declaration used by Abraham Lincoln, and it offers numerous differences of context from that of the many Lincoln penned papers. The reader may draw conclusions as to the better construction in the case of the Lincoln form vs. the printed form.

The date of filing is in the hand of the clerk, but the other cover notations were penned by Lincoln. It will be seen that he again used the abbreviation for "Narratio," an outmoded synonym for the word, "declaration."

State of Illinois, } In the Circuit Court of Sangamon county
} ss.
Sangamon County. } of March Term, A. D. 1841.

Robert Woods, Joseph Woods, James Woods, John Stacker, and Samuel Stacker, trading and doing business under the name style and firm of "Woods Stacker & Co" plaintiffs, complain of John Taylor, defendant, in custody &c of a plea of Trespass on the case upon promises—

For that whereas the said defendant on the nineteenth day of February in the year one thousand eight hundred and forty at St. Louis, towit, at the county and state aforesaid made a certain note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, by which said note the said defendant promised to pay to the said plaintiffs, by their aforesaid firm name of "Woods Stacker & Co", one day after the date of said note, the sum of two hundred and fortyfour dollars, and fiftyone hundredths of a dollar, with interest from maturity at the rate of ten per cent per annum.

By reason whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay to the said plaintiffs the said sum of money in the said note specified, according to the tenor and effect of the said note, and being so liable, the said defendant in consideration thereof, afterwards, to-wit, on the same day and year, and at the place aforesaid, undertook, and faithfully promised the said plaintiff well and truly to pay to the said plaintiff the said sum of money in the said note specified, according to the tenor and effect of the said note. AND whereas, also, the said defendant afterwards, towit, on the nineteenth day of February in the year one thousand eight

hundred and forty at the place aforesaid, was indebted to the said plaintiffs in the sum of five hundred dollars, lawful money of the United States of America, for money before that time lent and advanced by the said plaintiffs to the said defendant and at the special instance and request of the said defendant AND for other money by the said plaintiffs before that time paid, laid out, and expended for the said defendant and at the like request of the said defendant AND for other money by the said defendant before that time had and received to and for the use of the said plaintiffs AND being so indebted, the said defendant in consideration thereof, afterwards, to-wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiffs the said sum of money in this court mentioned, when the said defendant should be thereunto afterwards requested. AND whereas, also, the said defendant afterwards, to-wit, on the same day and year last aforesaid, and at the place aforesaid, accounted together with the said plaintiffs of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiffs and then and there being in arrear and unpaid; and upon such accounting the said defendant then and there was found to be in arrear and indebted to the said plaintiffs in the further sum of five hundred dollars, of like lawful money as aforesaid; and being so found in arrear and indebted to the said plaintiffs the said defendant in consideration thereof, afterwards, to-wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiffs well and truly to pay unto the said plaintiffs the said sum of money last mentioned, when the said defendant should be thereunto afterwards requested. NEVERTHELESS, the said defendant (although often requested &C.) has not yet paid the said several sums of money above mentioned, or any or either of them, or any part thereof, to the said plaintiff but to pay the same, or any part thereof, to the said plaintiffs the said defendant has hitherto altogether refused, and still does refuse, to the damage of the said plaintiffs of five hundred dollars; and therefore the said plaintiffs brings suit &c

Logan & Lincoln p q

(Copy of note sued on)

"$244 51/100 St Louis Feby. 19th 1840.

One day after date I promise to pay to the order of Woods,

Stacker & Co. Two hundred & fortyfour 51/100 Dollars, for value received. Without defalcation or Discount, and with interest from maturity at the rate of ten per cent per annum.

John Taylor"

Woods, Stacker & Co
vs } Narr.
John Taylor
Filed March 3. 1841
M Eastham Ck
pr N W Matheny

PRAECIPE AND BOND BY LINCOLN IN THE SUIT OF WOODS, STACKER & COMPANY VS. TAYLOR, SANGAMON CIRCUIT COURT, MARCH 3, 1841

The praecipe and bond here reproduced are the work of Abraham Lincoln. The date of filing appears to be in the hand of Matheny, but the cover notations were penned by Lincoln. He erred in the first part of the praecipe, and crossed out the words, filling in the correct names. It will be noted that he did not repeat the mistake in giving the citation of the case which precedes the bond in the litigation. John Taylor, the defendant in the case, was probably the owner of most of the land upon which Petersburg, Illinois was situated. He was well known to Lincoln, and the Menard circuit court held meetings in his home. The case was tried upon March 29, 1841 and a judgment of $272.01 and costs was awarded to the clients of Logan & Lincoln, Woods, Stacker & Co.

Robert Woods, Joseph Woods, James Woods, John Stacker and Samuel Stacker, trading and doing business under the name, style and firm of Woods, Stacker & Co	Trespass on the case
vs.	upon promises.
John Taylor	Damage $500—

The clerk of the Sangamon circuit court will issue process in the above entitled cause—

Logan & Lincoln p. q.

Robert Woods, Joseph Woods, James Woods, John Stacker and Samuel Stacker, trading and doing business under the name, style and firm of Woods, Stacker & Co.
vs.
John Taylor
} In Sangamon circuit court

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay all cost which may accrue in this action, either to the opposite party, or to any of the officers of this court in pursuance of the laws of this state.

A..Lincoln

Dated this 3rd day of March A. D. 1841.
Woods, Stacker & Co

vs } Precipe & Bond

John Taylor
Filed March 3. 1841
M Eastham ck
By N W Matheny

PRAECIPE AND BOND DRAWN BY LINCOLN IN THE SUIT OF CHAMBERLAIN VS. ALLEN & STONE SANGAMON CIRCUIT COURT, MARCH 4, 1841

(Herndon-Weik Collection)

The praecipe and bond here reproduced were drawn by Lincoln. The cover notations with the exception of the date of filing and the signatures of Eastham and Matheny were also from his pen. On April 2, 1841 *Logan & Lincoln gained a judgment by default in this case. The notation reproduced below might be placed in the Lincoln documents for* 1839 *as it bears such a date, but it probably has better placement as a part of the evidence in the case of March* 4, 1841. *The note is the usual form filled in with the names of the parties to the agreement and is not in the hand of Lincoln. The notation and signatures which follow were drawn by him and are characteristic in his use of "ballance" for "balance" at the conclusion of his notation.*

Joseph Chamberlin	}	Trespass on the case
vs.	}	on promises—
James D. Allen &	}	Damage $500—
William S. Stone trading	}	
under the style and firm	}	
name of "Allen & Stone"	}	

The clerk of the Sangamon circuit court will issue process in the above entitled cause—

Logan & Lincoln p. q.

I do hereby enter myself security for cost in this cause, and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action, either to the opposite party or to any of the officers of this court in pursuance of the laws of this state.

Abraham Lincoln

Dated this fourth day of March, 1841
Joseph Chamberlin

vs } Precipe & Bond

Allen & Stone
Filed March 4th 1841
M Eastham ck
pr N W Matheny

(Copy of Note Sued on)

"$400 50/100 Louisville March 15th 1837

Six months after date I Promise to Pay to the Order of J Chamberlin Four Hundred Dollars 50/100
For Value Received
Athens Ills
No. Allen & Stone"
Joseph Chamberlin
1839
Oct 22— Received on
the within $167-32
do— do— 20-00
Ballance due $281-89—

DECLARATION, PRAECIPE AND BOND DRAWN BY LINCOLN IN THE SUIT OF STAFFORD VS. WHITNEY & WHITNEY, SANGAMON CIRCUIT COURT, MARCH 4, 1841

(Herndon-Weik Collection)

The declaration, quoted notes, praecipe and bond in this case were drawn by Lincoln and give credit to his workmanship at that stage of his legal career, there being no errors and but one or two peculiarities. He wrote "Lincolnp q" and "willissue," as one word, both of which connection of words and letters are rarely found in his legal papers. Jonas Whitney, one of the defendants in this case, was a fellow trustee with Lincoln upon the town board of Springfield in the years 1839 *and* 1840. *He was a candidate for justice of peace in* 1839 *but failed of election. The quoted notes in the document were originally drawn in* 1838 *by Lincoln. It is therefore questioned whether they should be included with the case, or placed at their original date of writing. On March* 26, 1841 *Lincoln's client, Stafford received by default judgment for* $196.28; *but on July* 17, 1841 *Lincoln ordered Sheriff Elkin to stay execution in the case.*

State of Illinois } In the Circuit court of Sangamon county
} ss.
Sangamon county } of the March term A. D. 1841—

Daniel Stafford Junior, plaintiff, complains of Jonas Whitney and Dewey Whitney, defendants in custody &c of a plea of Trespass on the case upon promises. For that whereas the said defendants heretofore towit on the twentyninth day of January in the year of our Lord one thousand eight hundred and thirtyeight, at Springfield in the state and county aforesaid, made their certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay seven months after the date thereof, to the said plaintiff, the sum of eightyfive dollars and fortyone cents, with six per cent interest from date until paid, for value received, and then and there delivered the said promissory note to the said plaintiff.

And whereas also afterwards, towit, on the same day and year aforesaid, at the same place aforesaid, the said defendants made their certain other promissory note in writing, bearing date the same day and year aforesaid, and thereby then and there

promised to pay, nine months after the date thereof, to the said plaintiff, the further sum of eightyfive dollars and fortyone cents, with six per cent from date until paid, for value received, and then and there delivered the said promissory note to the said plaintiff— By means whereof, and by force of the statute in such case made and provided, the said defendants then and there became liable to pay to the said plaintiff the said sums of money in the said several promissory notes specified, according to the tenor and effect of the said promissory notes; and being so liable, they the said defendants, in consideration thereof afterwards towit, on the same day and year aforesaid, at the place aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him, the said sums of money in the said several promissory notes specified according to the tenor and effect thereof—

And whereas also afterwards, towit on the same day and year aforesaid, at the place aforesaid, accounted together with the said plaintiff of and concerning divers other sums of money before that time due and owing from the said defendants to the said plaintiff and then and there being in arrear and unpaid and upon such accounting the said defendants then and there were found, to be in arrear and indebted to the said plaintiff in the further sum of of three hundred dollars, and being so found in arrear and indebted to the said plaintiff, the said defendants in consideration thereof afterwards towit, on the same day and year and at the place aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money last mentioned when they should be thereunto afterwards requested— Yet the said defendants (although often requested so to do) have not as yet paid to the said plaintiff the said several sums of money above mentioned, or any part thereof; but so to do have hitherto wholly neglected and refused. To the damage of the said plaintiff of three hundred dollars, and therefore he sues &c.

Logan & Lincoln p q

(Copy of notes sued on)

"Springfield, Ills. January 29. 1838

$85.41 Seven months after date we or either of us promise to pay Daniel Stafford Junior or order the sum of eighty-five dollars and fortyone cents with six per cent interest from date until paid; for value received.

Jonas Whitney
Dewey Whitney"

"Springfield, Ills. January 29. 1838

$85.41 Nine months after date we or either of us promise to pay Daniel Stafford Junior or order the sum of eighty-five dollars and fortyone cents with six per cent interest from date until paid; for value received.

Dewey Whitney
Jonas Whitney"

Daniel Stafford Junior	}	Trespass on the case
vs.	}	on promises.
Jonas Whitney and	}	Damage $300—
Dewey Whitney	}	

The clerk of the Sangamon circuit court will issue process in the above entitled cause—

Logan & Lincoln p. q.

I do hereby enter myself security for cost in the above entitled cause, and acknowledge myself bound to pay all cost which may accrue in said action, either to the opposite party, or to any of the officers of this court in pursuance of the laws of this state.

A..Lincoln

Dated this 4th day of March A. D. 1841

Danl Stafford Jr

vs } Precipe, Bond, & Narr.

Whitney & Whitney

Filed March 4/41

M Eastham ck

By N W Matheny

PRAECIPE AND BOND IN THE SUIT OF MAXWELL VS. ALLEN & STONE, SANGAMON CIRCUIT COURT, MARCH 4, 1841

(Herndon-Weik Collection)

Lincoln penned the praecipe and bond in this case and he also wrote the cover notations with the exception of the date of filing which is in the hand of N. W. Matheny. This was a suit involving trespass upon the case upon premises. It was dismissed at defendant's cost on March 26, 1841.

James Maxwell Jr
vs
James D. Allen &
William S Stone trading
under the style and firm
name of "Allen & Stone"
} In Sangamon circuit court—

I do hereby enter myself security for cost in this cause, and acknowledge myself bound to pay or cause to be paid all cost which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state.

A..Lincoln

Dated this 4th day of March A. D. 1841

James Maxwell Jr
vs } Precipe & Bond
Allen & Stone
Filed March 4 1841
M Eastham ck
By N W Matheny ck

DECLARATION, PRAECIPE AND BOND DRAWN BY LINCOLN IN THE SUIT OF NEFF, WANTON & COMPANY VS. ALLEN & STONE, SANGAMON CIRCUIT COURT, MARCH 5, 1841

(Herndon-Weik Collection)

The declaration, praecipe and bond in this case were drawn by Lincoln and the bond was signed by Stephen T. Logan. The cover notations are also in the hand of Lincoln with the exception of the date of filing. He used the abbreviation "Narr" which, as before noted, means a declaration, but is an obsolete legal term. The phrase "at the like special instance and request of the said defendant" presents one of the rare mistakes made by Lincoln in the use of the singular for the plural noun—an error accounted for by the rush of legal duties and the drawing up of many documents in a brief period. A like error is found in the

concluding paragraph where Lincoln penned "the said sum of money to the said plaintiff"; after using the word "plaintiffs" throughout the document. This case was dismissed at the defendant's cost on March 25, 1841. *Logan & Lincoln represented Neff, Wanton & Company, the plaintiff, and may be said to have sustained a defeat as Allen & Stone paid only the court costs, and no part of the damages asked for.*

State of Illinois } ss. Sangamon county } Of the March term of the circuit court of Sangamon county, in the year 1841—

John R. Neff, George W. Neff, William R. Wanton, Charles N. Patterson, trading under the style and firm name of "Neff, Wanton & Co," plaintiffs, complain of James D. Allen and William S. Stone, defendants, in custody &c. of a plea of trespass on the case upon promises: For that whereas the said defendants, heretofore, towit, on the first day of July in the year of our Lord one thousand, eight hundred and thirtynine, at the state and county aforesaid, were indebted to the said plaintiffs in the sum of four hundred and fortynine dollars and sixtynine cents, for goods, wares and merchandise before that time sold and delivered by the said plaintiffs to the said defendants, and at the special instance and request of the said defendants; and for money before that time due and payable from the said defendants to the said plaintiffs for interest upon and for the forbearance of divers large sums of money before then due and owing to the said plaintiffs by the said defendants, and by the said plaintiffs forborne to the said defendants for divers long spaces of time before then elapsed, at the like special instance and request of the said defendant; and being so indebted they the said defendants, in consideration thereof, afterwards towit, on the day and year aforesaid, at the county aforesaid undertook, and then and there faithfully promised the said plaintiffs to pay them the said sum of money above mentioned, when the said defendants should be thereunto afterwards requested. Yet the said defendants (although often requested so to do) have not as yet paid the said sum of money to the said plaintiff; but so to do have hitherto wholly neglected and refused and still do neglect and refuse, to the damage of the said plaintiffs of five hundred dollars, and therefore he sues &c.

Logan & Lincoln p. q.

(Copy of acpt sued on)

"Mess. Allen & Stone

1837	To Neff, Wanton & Co.		
Mar: 14.	To goods	6. mos.	405-98
1839			
July. 1.	" Interest		43-71
			$449-69

John R. Neff
George W. Neff
William R. Wanton
and Charles N. Patterson
trading under the style
and firm name of
Neff, Wanton & Co
vs
James D. Allen &
William S. Stone,
trading under the style
& firm name of
Allen & Stone—

Trespass on the case
upon promises—
Damage $500—

The clerk of the Sangamon Circuit court will issue process in the above entitled cause—

I do hereby enter myself security for cost in this cause, and acknowledge myself bound to pay all cost which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state—

S T Logan

Dated this 4th day of March A. D. 1841

Neff, Wanton & Co
vs
Allen & Stone—

Precipe, Bond & Narr

Filed March 5 1841
M Eastham ck
pr N W Matheny

PETITION FOR PARTITION IN THE SUIT OF BURNS ET AL VS. FORD ET AL, SANGAMON CIRCUIT COURT, MARCH 6, 1841

(Herndon-Weik Collection))

This document presents an interesting study as to composition. In line one, beginning, "Your petitioners etc.," the words, "Melinda Burns," which are crossed out, and "Lucinda" are in the hand of Abraham Lincoln. In the same line, the word "Burns," crossed out, appears to be in the hand of Attorney Lincoln, while the words, "Robinson late Lucinda Burns" which follow are in his hand. In the line which begins "Ambrose B Cast and Melinda Cast," the words, "Ambrose B Cast and Melinda Cast his," are in Lincoln's hand. At this point the same handwriting which appears at the heading of the document makes a reappearance. This hand continues through the sentence, "And to his children Anna Burns who intermarried with Enos, Patsy Burns who intermarried, "etc." concluding with the words, "Heirs at law." Abraham Lincoln resumed the document with the words, "That his said will was duly proved and recorded before the Probate Court," and he completed it, signing for Logan & Lincoln. The long list of names upon the outside cover of the document is in his hand, only the citations by the clerk, and the figures being in another hand. The beginning of the document is not in the hand of Logan, and may have been the work of a law student, or fellow attorney of Lincoln.

To the Honorable Judge of the Circuit Court of Sangamon County

Your Petitioners Robert Burns John R Burns Lucinda Robinson late Lucinda Burns

Ambrose B Cast and Melinda Cast his wife George Green and Emily Green his wife Bailey Bell and Mahala Bell his wife & Elizabeth Burns. That some years since Thomas Burns died in the County of Sangamon and State of Illinois having first duly made and published his last will and testament by which he devised his real estate hereinafter mentioned to your petitioners Robert John R Lucinda Melinda Emily and Elizabeth And to his other children Anna Burns who intermarried with Enos, Patsy Burns who intermarried with Hacker and Franklin Burns who were also his children and Heirs at law. That his said will was duly proved and recorded before the Probate Court of Sangamon County; that at the time of his death, the said Robert Burns was seized in fee of the following lands, towit: The East half of

the South West quarter of Section Nineteen, in Township Sixteen North of Range Three West— Three acres off of the South East corner of the same section— Also the East half of the North East quarter of Section Twentyfive in Township Sixteen North of Range Four West— Eightyfour and one tenth acres of the North and North West quarter of Section Thirty, in Township Sixteen North of Range Three West— And the West half of the North East quarter of Section Three in the same Township and Range—all of said lands lying in Sangamon county— That the said Ann Enos, late Ann Burns, has died leaving Aramilla Ford, wife of Sylvester Ford, James Enos Horace Enos and Robert Enos, her only children and heirs at law— That the said James Horace and Robert are minors under twentyone years of age, and have no guardian known to your Petitioners— The said Patsy Harper has died intestate leaving Eveline Harper, a minor, her only child and heir at law, who has no guardian known to your Petitioners— That the said Franklin Burns has conveyed all his interest in the lands aforesaid to one Clement Strickland, who has died leaving Joseph Strickland, a minor, his only child and heir at law, who has no guardian known to your Petitioners— so that said lands now belong to your Petitioners and the said Aramilla Ford, James Enos, Horace Enos, Robert Enos, Eveline Harper and Joseph Strickland, as tenants in common.

Your Petitioners pray that the said Sylvester Ford, Aramilla Ford, James Enos, Horace Enos, Robert Enos, Eveline Harper, and Joseph Strickland, be made defendants to this Petition and that a summons issue for them Ec. and that commissioners be appointed to divide said land between your Petitioners and the said defendants if such division can be made without prejudice, and if not, that the same be sold. and as in duty bound &c

Logan & Lincoln
for Petitioners

Robert Burns
Elizabeth Burns
John R. Burns
Ambrose Cast
Melinda Cast
Lucinda Robinson
Bailev Bell
Mahala Bell
George Green &
Emily Green

vs. } Petition for Partition—

Sylvester Ford 14
Aramilla Ford 127
James Enos
Horace Enos
Robert Enos
Eveline Harper
Joseph Strickland
Mch T. 1841

Filed March 6, 1841
M Eastham cl
J M Matheny
DC

COMPLAINANT'S PETITION BY LINCOLN IN THE SUIT OF SHELBY VS. SHELBY, SANGAMON CIRCUIT COURT, MARCH 8, 1841

The original of this complaint drawn by Lincoln on behalf of a much abused wife, is now owned by Frank Fisher of Springfield, Illinois. There is no record of the outcome of the case.

To the Honorable the Judge of the Sangamon Circuit Court in Chancery sitting—

Humbly complaining, sheweth unto your Honor, your oratrix, Mary Shelby, that on the day of in the year 1827, in the county of Sangamon, she was lawfully married to one Mack Shelby (a gentleman of colour); that they continued to live together (though not in the highest state of connubial felicity) till between one and two years since; that they have not lived together since that time; that during the whole, or the greater part of the time which they cohabited, the said Mack was a habitual drunkard, providing nothing for your oratrix or other members of the family, so that the maintainance (sic) of the said Mack, of her children, and of herself, wholly devolved upon your oratrix—

In consideration of which, your oratrix prays, that the People's Writ of Subpoena may issue for the said Mack Shelby, whom she prays may be made defendant herein, and that he be

required to answer &c. and that on a final hearing of the cause, your Honor will decree that the bonds of matrimony heretofore and now existing between your oratrix and the said defendant be forever dissolved, and as in duty bound &c.

Lincoln for
Complainant—

PRAECIPE AND BOND IN THE SUIT OF WILKINSON VS. TAYLOR ET AL, SANGAMON CIRCUIT COURT, MARCH 8, 1841

(Herndon-Weik Collection)

The praecipe and bond in this case were drawn by Stephen T. Logan, soon to become senior partner in the firm of Logan & Lincoln. The cover notations concerning the case are in Logan's hand but other notations are in handwriting other than his. These documents are included as a partial history of the case in which Lincoln drew the lengthy and amended declaration which was filed on March 9, 1841. Logan's penmanship is large and bold and rivals in neatness that of Lincoln. It is most readable, and there are times in which it has similarity to the handwriting of Lincoln. The "coln" in "Logan & Lincoln" is an excellent example of such similarity.

In the Circuit Court for Sangamon County, March Term 1841—

John Wilkinson against Edmund D. Taylor— Seth Paine and Josiah S Breese late partners trading under the firm of Taylor, Breese & Co.	Trespass on the Case on promises Damages $500—

The Clerk of the Circuit Court for Sangamon County will issue summons in this case directed to the Sheriff of Sangamon County returnable to the March Term 1841 of said Court

Logan & Lincoln p q.

John Wilkinson vs Edmund D Taylor Seth Paine & Josiah S Breese late partners trading under the name & firm of Taylor, Breese & Co.	In the Sangamon Circuit Court

I do hereby enter myself security for costs in this cause and

acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this State—dated this 8th day of March 1841.

S. T. Logan

John Wilkinson

vs } Precipe & Bond for costs

Edmund D Taylor &c.

Filed March 8/41

M Eastham ck

By N W Matheny DC

March T. 1841

Assumpsit.

COMPLAINT DRAWN BY LINCOLN IN THE CHANCERY SUIT OF CRANE VS. GRUBB, SANGAMON CIRCUIT COURT, MARCH 9, 1841

Lincoln first appeared as counsel in this case on November 26, 1840 while he was still the partner of John Todd Stuart. When he filed the complainant's bill on March 9, 1841 he was about to become the junior partner of Stephen T. Logan who appeared with him as attorney for Crane. The case was concluded on April 3, when Crane was awarded a lien on the land involved. Lincoln was opposed in this case by James Shields with whom he was soon to be involved in a controversy with an absurd conclusion regretted by him for the remainder of his days.

To the Honorable the Judge of the Sangamon Circuit Court in Chancery sitting—

Humbly complaining sheweth unto your Honor, your orator, William B. Crane, that on and prior to the twentysecond day of March in the year 1839 he, your orator was seized in fee, of the South East quarter of Section Fifteen, (containing one hundred and sixty acres, more or less) and the South half of the East half of the North East quarter of Section Fifteen, (containing forty acres more or less) both in Township Sixteen North of Range Four West of the Third Principal Meridian, situate in the county of Sangamon, and that he was able and had full right to convey the same; that he acquired title to the same as follows, towit, The hundred and sixty acre tract, was purchased of the United

States by John Shaffer, conveyed by said Shaffer to Samuel Danley, conveyed by said Danley to Thomas True, conveyed by said True to Lillrim Green, and by said Green to your orator. The forty acre tract was purchased of the United States by Harrison McGary; conveyed by said McGary to Redmond Wentworth, and by said Wentworth to your orator— Your orator further states that on the said 22nd day of March 1839 he contracted to sell the aforesaid lands to one Samuel Gruble, upon the terms specified in a certain bond which he then executed, and a true copy of which is herewith filed, marked (A) and which your orator prays may be taken and considered as a part of this Bill— He further states that in making said bond, a misdiscription of the above described in said bond, as "the South half of the North East half of the aforesaid section" being in reality as intended by the parties, the same forty acre tract herein above described— Your orator further states that the note named in said bond for the sum of eight hundred dollars has been fully paid and discharged, and that a small portion of the sum named in the other note has also been paid; that at the November term of this court A.D. 1840, your orator obtained a judgment, on the common law side of said court, against said Gruble, for the ballance due on said unpaid note, being the sum of nine hundred and sixtyfour dollars and twentyfive cents; that on the ninth day of December next thereafter an execution was issued from said judgment for the above named sum, debt, and five dollars cost, which execution came to the hands of the Sheriff of Sangamon county on the 15th day of December A.D. 1840, and was by him returned to the office of the clerk of said court, on the 9th day of March 1841 indorsed as follows towit;

"No property found on which the written execution can be levied. Mch 9. 1841

Fees.	service	50
	Travel	37½
	Return	12½
		$100.

Wm. F. Elkin. S.C."

Your orator further states, that he knows of no property whatever, which is or would be subject to any execution issued, or that might be issued from said judgement—

In tender consideration of all which, your orator prays, that said Samuel Gruble be made defendant to this Bill, and that the

People's writ of Subpoena issue for him, requiring him to appear, answer &c; and that on a final hearing of this cause, your Honor will decree, that the said defendant fully pay and discharge the aforesaid judgement, together with all interest and cost thereon, on or before a day to be named in such decree, and that in default of such payment, the equity of the said defendant in and to the aforesaid lands be forever barred and foreclosed, and that the said lands be sold to satisfy said judgement, cost and interest,— and also the cost of this suit, and that your Honor will grant such other and further relief as equity may seem to require, and as in duty bound &c

Logan & Lincoln for
Complnt.

DECLARATION AND AMENDMENT IN THE SUIT OF JOHN WILKINSON VS. TAYLOR ET AL, SANGAMON CIRCUIT COURT, MARCH 9, 1841

(Herndon-Weik Collection)

The date of filing of this suit is in the hand of the court clerk but the complete declaration, amendments, quoted bill of exchange, endorsement, memorandum, and cover notations were drawn by Lincoln. The placing of the amendments after the stars on pages 1 *and* 2 *make for a slightly confused reading, but as the document is given as Lincoln wrote it, the slight difficulty follows from this: It is best to place the amendment after the first star, and that for page* 2 *after the second star. Lincoln placed one or two "x's" in the document which should not be confused with the clearly defined stars. He also used the abbreviation "Narr" for declaration, as he did upon more than one occasion. As recorded elsewhere, Edmund D. Taylor, one of the defendants in the case, was a prominent Whig politician, who served in both branches of the Illinois Legislature and on numerous state committees. He is best remembered as one of the successful candidates in the campaign in which Lincoln first sought election to the Illinois Legislature—the only time the latter was defeated for this office. The defendants filed a demurrer in the case, but withdrew it on August* 5, 1841. *The case was tried by the court on an agreement of the attorneys, and the plaintiff, Lincoln's client, received a judgment of* $297.56 *or about two hundred dollars less than sued for. The case also reveals the scope of the practice of Logan & Lincoln and shows that*

there were known as able lawyers beyond the limits of their own state.

The day on which Lincoln filed the Wilkinson declaration the Supreme Court at Washington handed down its decision in the Amistad case, long remembered for the valiant part taken in it by John Quincy Adams, then nearing the end of his long career. No doubt the story of it moved Lincoln as deeply as it did the Old Man Eloquent, with whom he was to come in friendly contact when a few years later they were fellow members of the House. Moreover, the case had a place of its own in the middle stages of the anti-slavery struggle. A group of Cuban slaves being transported from Havana to Principe seized the schooner Amistad, killed a part of its crew, and forced the survivors to steer for Africa. Instead the helmsman took the ship into Long Island Sound, where the negroes were made prisoners.

A Democratic secretary of state and attorney general attempted to uphold the claim of the Spanish minister to the captives, but wealthy friends of emancipation championed their cause, fought it through the lower courts, and finally engaged Adams, then in his seventy-fourth year, to argue it before the Supreme Court This task the former President in late February, 1841, *undertook with somber misgivings, but discharged in a masterly way. "When I rose," he recorded in his Diary, "my spirit did not sink within me. Though in humiliation for the weakness incident to the limit of my powers, I spoke four and a half hours with little flagging of attention by the Judges or the auditory." He spoke again at length and with equal power, on the following day, and, a fortnight later, mainly as a result of his efforts, the court granted the blacks their freedom—the same court which in* 1857 *handed down the Dred Scott decision, denounced by Lincoln as a grave miscarriage of justice.*

State of Illinois	)	Of the March term of the
	}ss	circuit court of said county,
Sangamon county	)	in the year 1841

John Wilkinson, plaintiff, complains of Edmund D. Taylor, Seth Paine, and Josiah S. Breese, trading and doing business under the style and firm name of Taylor, Breese & Co, defendants, in custody &c of a plea of trespass on the case upon promises: For that whereas the said defendants, heretofore, towit, on the first day of January in the year of our Lord one thousand eight hundred and thirtyeight, at Chicago, towit, at the state and county

aforesaid, according to the usage and custom of merchants made their certain bill of exchange in writing, signing thereto their said firm name of "Taylor, Breese & Co" bearing date the day and year aforesaid, and then and there directed the said bill of exchange to one John S.. Wright, by the name and addition of John S. Wright of Chicago, by which said bill of exchange, they the said defendants, then and there requested, the said John S. Wright, six months after the date thereof the second of the same tenor and date being unpaid to pay to the order of Elam, Lynds & Son in Buffalo New York the sum of two hundred and fifty dollars, for value received, and then and there delivered the said bill of exchange to the said Elam, Lynds & Son, which said bill of exchange the said John S.. Wright, afterwards towit on the fifth day of April in the year aforesaid, at the state and county aforesaid, upon sight thereof, accepted according to the usage and custom of merchants. * And the said Elam, Lynds & Son, to whom, or to whose order the payment of the said sum of money in the said bill of exchange specified, was to be made, after the making of the said bill of exchange, and before the payment of the said sum of money therein specified, towit, on the day and year last aforesaid, at Syracuse, towit at the state and county aforesaid, according to the said usage and custom of merchants indorsed the said bill of exchange, * by which said indorsement, they, the said Elam, Lynds & Son, then and there ordered and appointed the said sum of money in the said bill of exchange specified to be paid to the said plaintiff and then and there delivered the said bill of exchange so indorsed as aforesaid, to the said plaintiff. And thereupon, afterwards, towit, on the third day of July, in the year aforesaid, at Buffalo, towit at the state and county aforesaid, the said bill of exchange was * duly protested for non-payment thereof, according to the form of the statute in such case made and provided, of all which said several promises, the said defendants, afterwards, and within days then next following towit, on the day and year last , at the state and county aforesaid, had notice; and the said plaintiff avers that the second bill of exchange of same tenor and date never has been paid by means whereof, and according to the said usage and custom of merchants, the said defendants then and there became liable to pay to the said plaintiff, the said sum of money in the said bill of exchange specified when they, the said defendants, should be thereunto afterwards requested, and being so liable, they the said defendants, in consideration thereof after-

wards to wit, on the day and year last aforesaid, at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said bill of exchange specified, when they the said defendants should be thereunto afterwards requested. (A)

And whereas also the said defendants, afterwards, towit, on the day and year last aforesaid, at the state and county aforesaid, were indebted to the said plaintiff in the further sum of five hundred dollars for so much money by the said plaintiff before that time paid, laid out and expended to and for the use of the said defendants, at their special instance and request; and also in the further sum of five hundred dollars, for so much money by the said defendants before that time had and received to and for the use of the said plaintff; and being so indebted, they, the said defendants, in consideration thereof, afterwards towit on the day and year last aforesaid, at the state and county aforesaid undertook, and then and there faithfully promised the said plaintiff to pay him the said last mentioned sums of money, when they the said defendants should be thereunto afterwards requested—

Yet the said defendants (although often requested so to do) have not as yet paid to the said plaintiff, the said several sums of money above mentioned, or either of them, or any part thereof, but so to do have hitherto wholly neglected and refused, and still do neglect and refuse:

To the damage of the said plaintiff of five hundred dollars, and therefore he sues &c.

Logan & Lincoln p. q.

(Copy of bill of exchange sued on)

"$250 Chicago, jany 1st 1838

Six months after date of this my first of Exchange (second of the same tenor & date unpaid) pay to the order of Elam, Lynds & Son, in Buffalo, N. Y.. two hundred and fifty dollars, value received.

Taylor Breese & Co"

To John S. Wright
of Chicago

(Copy of indorsement on said bill)

"Elam, Lynds & Son
Syracuse

Accepted April 5th
1838
Jno. S. Wright"

(The following is a copy of the memorandum in writing mentioned in the amendments to the declaration)

"Our Dfts to Elam, Lynds & Son will be paid at the Bank of Buffalo—

Taylor Breese & Co
JnoSWright"
Chicago. 10th May 1838—"

(This amendment to come in at the first star)

And the said plaintiff avers that the said defendants and the said Wright, by their memorandum in writing, made on the tenth day of May in the year of our Lord one thousand eight hundred and thirtyeight, at Chicago, towit, at the county and state aforesaid, bearing date the day and year aforesaid and signed, "Taylor, Breese & Co" "Jno S Wright" declared that their drafts (meaning to include the Bill of Exchange aforesaid) to Elam, Lynds & Son, would be paid at the Bank of Buffalo—

(This amendment to come in at the second star)

duly presented at the Bank of Buffalo, and payment thereof then and there duly demanded, which payment was then and there refused, and the plaintiff avers that the Bank of Buffalo was and is in Buffalo, New York, and the said Bill of Exchange was then and there

John Wilkinson

vs }

Taylor, Breese & Co.

Filed March 9 1841
M Eastham clerk
By N W Matheny
D.C

(Amendment or Second Count to come in at Letter A. of Declaration)

And whereas also afterwards, towit, on the first day of January in the year of our Lord one thousand eight hundred and thirtyeight, at Chicago, towit, at the county and state aforesaid, according to the usage and custom of merchants, the said defendants made their certain other Bill of Exchange in writing, signing thereto their said firm name of "Taylor, Breese & Co" bearing

date the day and years aforesaid, and then and there directed the said Bill of Exchange to one John S. Wright, by the name and addition of John S. Wright of Chicago, by which said Bill of Exchange, they, the said defendants, then and there requested the said John S. Wright, six months after the date thereof, the second of the same tenor and date, being unpaid, to pay to the order of Elam, Lynds, & Son in Buffalo, New York the sum of two hundred and fifty dollars, for value received and then and there delivered the said Bill of Exchange to the said Elam, Lynds & Son, which said Bill of Exchange, the said John S. Wright, afterwards. towit, on the fifth day of April in the year aforesaid, at the state and county aforesaid, upon sight thereof, accepted according to the usage and custom of merchants— And the plaintiff avers, that the said defendants and the said Wright, by their memorandum in writing, made on the tenth day of May in the year aforesaid, at Chicago, towit at the state and county aforesaid, bearing date the day and year last aforesaid, and signed "Taylor, Breese & Co" "JnoSWright" directed that the said Bill of Exchange should be presented for payment at the Bank of Buffalo—And the said Elam, Lynds & Son, to whom or to whose order the payment of the said sum of money in the said Bill of exchange specified, was to be made, after the making of the said Bill of Exchange, and before the payment of the said sum of money therein specified, towit, on the day and year aforesaid, at Syracuse, towit, at the State and county aforesaid, according to the said usage and custom of merchants, indorsed the said Bill of Exchange, by which said indorsement, they, the said Elam, Lynds & Son, then and there ordered and appointed the said sum of money in the said Bill of Exchange specified, to be paid to the said plaintiff, and then and there delivered the said Bill of Exchange, so indorsed as aforesaid, to the said plaintiff. And thereupon afterwards towit, on the third day of July in the year aforesaid, at Buffalo, towit, at the state and county aforesaid, the said Bill of Exchange was duly presented at the Bank of Buffalo, and payment thereof, then and there duly demanded, which payment was then and there refused; and the said Bill of Exchange was then and there duly protested for non-payment thereof, according to the form of the statute in such case made and provided of all which said several promises, the said defendants, afterwards and within days then next following, towit, on the day and year last aforesaid, at the state and county aforesaid had notice. And the said plaintiff avers that the Bank of Buffalo was and is in Buffalo New York.

And the said plaintiff avers that the second Bill of Exchange of the same tenor and date has never been paid, by means whereof, and according to the said usage and custom of merchants the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said Bill of Exchange specified when they the said defendants should be thereunto afterwards requested, and being so liable, they the said defendants, in consideration thereof, afterwards, towit, on the date and year last aforesaid, at the state and county aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said Bill of Exchange specified, when they, the said defendants should be thereunto afterwards requested—

DECLARATION BY LINCOLN IN THE SUIT OF VAN BERGEN VS. BALL & LONG, SANGAMON CIRCUIT COURT, MARCH 10, 1841

(Herndon-Weik Collection)

The declaration, quoted note and cover notations in this case were drawn by Lincoln. The date of filing is the work of the clerk. Lincoln continues the use of the characteristic spelling, "discription" but changes to the incorrect "recieved" instead of the usual "received" which he adopted after 1837. *He omits the word "at" in the first phrase, "...and the special instance and request of the said defendants, ..." These omissions occur more frequently beginning with* 1840, *and are probably due to the rush of many cases. Van Bergen will be remembered as the creditor who brought suit against Lincoln in his New Salem days, but this action seems to have caused no friction between the two men for later Van Bergen employed Lincoln in more than one case. The case against Ball & Long came to trial at the July term, and upon July* 27, *Van Bergen, Lincoln's client received a judgment by default.*

State of Illinois	ss	Of the March term of the circuit
Sangamon county		court of said county AD. 1841

Peter Van Bergen, plaintiff, complains of William Ball and Thomas Long defendants, in custody &c of a plea that they render unto the said plaintiff the sum of one hundred and twenty dollars which they owe to, and unjustly detain from him: For that whereas the said defendants, heretofore towit on the six-

teenth day of March in the year of our Lord one thousand eight hundred and thirtythree, at Springfield, towit, at the state and county aforesaid, made their certain promissory note in writing, the said Long signing his name thereto thus "Thos Long" bearing date and year aforesaid, and then and there delivered the said note to the said plaintiff; by which said note, they the said defendants, then and there promised to pay, six months after the date thereof to the said plaintiff, by the style and discription of P. V. Bergen, or order, the sum of twentysix dollars, with fifty per cent interest after due untill paid, for value recieved; by means whereof, and by force of the statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note; and although the said sum of money in the said promissory note specified, hath long since been due and payable according to the tenor and effect of said note, yet the said plaintiff in fact saith, that the said defendants (although often requested sotodo) did not, nor would pay the said sum of twentysix dollars in the said note specified, or any part thereof to the said plaintiff, in manner aforesaid, or otherwise howsoever, but have hitherto wholly neglected and refused so to do, whereby an action hath accrued to the said plaintiff, to demand and have of and from the said defendants, the said sum of twentysix dollars in the said note specified, parcel of the sum above demanded.

And whereas the said defendants afterwards towit, on the day and year aforesaid, at the county and state aforesaid, made their certain other note in writing said Long signing his name thereto thus "Thos Long" bearing date the day and year aforesaid, and then and there delivered the said note to the said plaintiff; by which said note they the said defendants acknowledged themselves liable and bound to pay, six months after the date thereof to the said plaintiff, by the style and discription of P. V.. Bergen, or order, the sum of twentysix dollars, with fifty per cent interest, after due until paid for value received by means whereof and by force of the statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff, the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note, and although the said sum of money in the said promissory note specified, hath been long since due and payable, according to the tenor and effect of the said note; yet the said

plaintiff in fact saith that the said defendants (although often requested sotodo) did not nor would, pay the said sum of twenty-six dollars, in the said note specified, or any part thereof, to the said plaintiff in manner aforesaid or other wise howsoever—but have hitherto wholly neglected and refused sotodo, whereby an action hath accrued to the said plaintiff to demand and have of and from the said defendants, the said sum of twentysix dollars in the said note specified, parcel of the sum above demanded—

And whereas the said defendants, afterwards, towit on the tenth day of March in the year of our Lord one thousand eight hundred and fortyone at the state and county aforesaid, were indebted to the said plaintiff in the further sum of one hundred and ten dollars, for so-much money before that time paid, laid out and expended by the said plaintiff to and for the use of the said defendants, and the special instance and request of the said defendants, and for interest upon and for the forbearance of divers large sums of money before then lent and advanced by the said plaintiff to the said defendants at their special instance and request and by him the said plaintiff, forborne to the said defendants for divers long spaces of time before then elapsed at the like special instance and request of the said defendants; and to be paid by the said defendants to the said plaintiff when the said defendants should be thereunto afterwards requested; whereby and by reason of the said last mentioned sum of money, being and remaining wholly unpaid, an action hath accrued to the said plaintiff to demand and have of and from the said defendants the said sum of one hundred and ten dollars, parcel of the said sum above demanded— To the damage of the said plaintiff of one hundred and twenty dollars; and therefore he sues &c.

Logan & Lincoln p. q.

(Copy of note sued on)

"Six months after date we or either of us to pay P. V. Bergen or order, twentysix dollars with fifty per cent Intert after due untill paid for value receid — William Ball
Springfield March 16. 1833— — Thos. Long"

Peter Van Bergen

vs } Narr.

William Ball &
Thomas Long—

Filed March 10 1841
M Eastham. clk
By N W Matheny
D. C.

DECLARATION DRAWN BY LINCOLN IN SUIT OF DANIEL B. HILL VS. JOHN F. RAGUE, SANGAMON CIRCUIT COURT, MARCH 11, 1841

(Herndon-Weik Collection)

The declaration and quoted note in this case were drawn by Lawyer Lincoln. He also wrote the cover notations but the date of filing appears to be in the hand of M. W. Matheny. It is unlike the usual scrawl of Eastham, and rather larger than his usual handwriting. Lincoln again used the abbreviation "Narr" for "narratio," which as revealed in an earlier case is an alternative word for the more frequently used "declaration." It seems that the legend of Lincoln's dislike of the use of Latin in legal cases is dispelled to some extent by a study of his legal papers. Attorney Lincoln does not seem to have exercised as great care with this paper as with others. In the second last paragraph he seems to have omitted the word "at" in the phrase "and the special instance and request of the said defendant." He supplies this slight deficiency in the phrase in the next to last paragraph, but in this same paragraph, left the word "said" dangling in mid-air without supplying the word, "defendant" after it. He falls into an error not discovered in any of his earlier documents by writing, "when he the said plaintiff should be thereunto afterwards requested—." It is clear that the defendant had promised to pay when requested and not the plaintiff as written by Lincoln. The error seems to have escaped the attention of the usually careful Lincoln.

History was making during the week in which Lincoln drew and filed the declaration of his client, Hill, for it was then that President Harrison and Henry Clay, the latter always impatient of opposition, came to the parting of the ways. Harrison with careful regard for his own dignity did not want the public to believe that he was under Clay's dictation, and he had not been ten days in office before he intimated to the Whig leader that the latter's suggestions should be made in writing "as frequent personal interviews might excite the jealousy of others," a suggestion angrily received by Clay as heralding a rupture of friendly relations. Clay's impatient urging mainly prompted Harrison on

March 17 *to call an extra session of Congress to meet on May* 31; *but when this call was issued Clay had already left for Kentucky, and the two men never met again. All of which lends interest to a letter which in this same March of* 1841*—one abolitionist telling the news to another—Gerrit Smith wrote to Theodore Weld informing him that his wife's sister was about to wed James G. Birney, who in* 1844 *was to play a potent part in defeating Clay when the Presidency appeared within the latter's grasp.*

State of Illinois } ss: Of the March term of the circuit court
Sangamon county } of said county in the year 1841—

Daniel B. Hill, plaintiff, complains of John F. Rague, defendant, in custody &c. of a plea of trespass on the case upon promises: For that whereas one Thomas J. Burns, heretofore, towit, on the twenty-fifth day of March in the year of our Lord one thousand eight hundred and thirtynine at the state and county aforesaid, made his certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay, eighteen months after the date thereof, to the said defendant, the sum of one hundred and twelve dollars and fifty cents, with twelve per cent interest thereon from date untill paid, for value received. And the said defendant, to whom, or to whose order, the payment of the said sum of money in the said promissory note specified was to be made, after the making of the said promissory note, and before the payment of the sum of money therein specified, towit, on the first day of April in the year of our Lord one thousand eight hundred and forty, at the county and state aforesaid, assigned the said promissory note, by endorsement thereon in writing, by which said assignment, he the said defendant, then and there ordered and appointed the payment of the said sum of money in the said promissory note specified to be made to the said plaintiff, and then and there delivered the said promissory note, so assigned as aforesaid to the said plaintiff— And the said plaintiff avers that he has used due diligence for the recovery of the said sum of money in the said promissory note specified, by the institution and prosecution of a suit against the said Thomas J. Burns, as follows, towit: that he, the said plaintiff, commenced suit on the said promissory note, against the said Burns, in the circuit court of the the county aforesaid on the seventh day of October in the year of our Lord one thousand eight hundred and forty; and that judgment was rendered in said suit by said court, at the November term thereof in

the year 1840, in favour of the said plaintiff & against the said Burns, for the sum of one hundred and thirtyfour dollars and fortyfour cents, and the cost of the said suit—that he the said plaintiff, afterwards towit, on the ninth day of December in the year last aforesaid, procured to be issued from the office of the clerk of said court, an execution from said judgment, for the said sum of $134-44 cents & debt and damages & $8.31 cost—directed to the Sheriff of the county aforesaid, which said execution came duly to the hand of William F. Elkin, who then was, and has ever since been the sheriff of said county, on the fifteenth day of the month and year last aforesaid, and which execution was, afterwards, towit, on the tenth day of March in the year 1841 by said sheriff duly returned to the said office of the clerk of said court, indorsed.

"No property found on which to levy this Execution—Mch. 10, 1841

Fees.	service	50
	Return	12½
		62½

Wm F. Elkin shff S..C"

And the said plaintiff further avers, that the institution and prosecution of said suit has been wholly unavailing; by means of which the said defendant then and there became liable to pay to the said plaintiff, the said sum of money in the said promissory note specified; and being so liable, he the said defendant, in consideration thereof, afterwards towit, on the day and year aforesaid, at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified according to the tenor and effect thereof—

And whereas also, the said Thomas J. Burns, afterwards, towit, on the said twentyfifth day of March in the year of our Lord one thousand eight hundred and thirtynine, at the county and state aforesaid, made his certain other promissory note in writing, bearing date the day and year last aforesaid, and thereby then and there promised to pay eighteen months after the date thereof, to the said defendant, the sum of one hundred and twelve dollars and fifty cents with twelve per cent interest thereon from date till paid, for value received, and then and there delivered the said promissory note to the said defendant—

And the said defendant, to whom, or to whose order, the

payment of the said sum of money in the said promissory note specified was to be made, after the making of the the said promissory note, before the payment of the sum of money therein specified, towit, on the first day of April in the year of our Lord one thousand eight hundred and forty, at the state and county aforesaid, assigned the said promissory note by indorsement thereon in writing, by which said assignment, he the said defendant then and there ordered and appointed the said sum of money in the said promissory note specified to be paid to the said plaintiff, and then and there delivered the said promissory note, so assigned as aforesaid, to the said plaintiff— And the said plaintiff avers, that afterwards, towit, on the day of in the year of at the county aforesaid he has used due diligence for the recovery of the said sum of money of and from the said Burns, by the institution and prosecution of a suit on said promissory note against said Burns; and that such suit has been wholly unavailing; by reason of the insolvency of the said Burns—by means whereof, and by force of the statute in such case made and provided the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable, he the said defendant, in consideration thereof, afterwards towit, on the day and year last aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified according to the tenor and effect thereof—

And whereas also, the said defendant, afterwards towit, on the tenth day of March in the year of our Lord one thousand eight hundred and forty one, at the state and county aforesaid, was indebted to the said plaintiff in the further sum of three hundred dollars for so much money before that time paid, laid out and expended, by the said plaintiff, to and for the use of the said defendant; and the special instance and request of the said defendant; and also for other money before that time and then due and payable from the said defendant to the said plaintiff, and by him the said plaintiff forborne to the said defendant for divers long spaces of time before then elapsed, at the like special instance and request of the said; and being so indebted, he the said defendant, in consideration thereof, afterwards towit, on the day and year last aforesaid, at the state and county aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said last mentioned sum of money when he the said plaintiff should be thereunto afterwards requested—

Yet the said defendant (although often requested so to do) hath not as yet paid the aforesaid several sums of money or either of them, or any part thereof, but so to do hath hitherto wholly neglected and refused, and still does neglect and refuse— To the damage of the said plaintiff of three hundred dollars, and therefore he sues &c Logan & Lincoln p q.

(Copy of note sued on)

"$112.50 Eighteen months after date I promise to pay to John F. Rague or order one hundred & twelve dollars & fifty cents with twelve per cent interest thereon from date untill paid, value recd Witness my hand this 25th day of March 1839—

Thomas J. Burns"

David B. Hill

vs } Narr—

John F. Rague

Filed March 11 1841

M Eastham ck

By N W Matheny

DC

NOTATIONS BY LINCOLN IN THE SUIT OF HILL VS. RAGUE, SANGAMON CIRCUIT COURT, PROBABLY MARCH 11, 1841

These notations are in the handwriting of Lincoln, but are undated. The document shows no evidence of having been filed according to the information available in the Herndon-Weik Collection. A comparison of the declaration in the case and the notations will reveal that they were included in the declaration of March 11, 1841, *with the exception of the indorsed assignment of April* 1, 1840. *Attorney Lincoln usually placed such assignments below notes quoted in his declarations, but he omitted it in this case. It will be seen that the note as given in the declaration and in the notations has slight differences in format. The word "copy" does not throw a definite light upon the paper, for it may have been one submitted for filing, and one for the personal use of Lincoln, being construed as a copy of the brief history of the original suit. It is clear that the notations could not have been made before March* 10, 1841, *for there is reference to the report of Sheriff Elkin upon that date. They were probably*

drawn up at the same time as the declaration, which would place their date as March 11, 1841. *As will be seen from the declaration of that date, Rague became a defendant in the suit, when it was discovered that the judgment rendered against Burns could not be collected. The case against Rague was tried before a jury upon March* 29, 1841, *at which time judgment was rendered in favor of Hill, and Rague ordered to pay the judgment rendered against Burns.*

(Copy)

"$112.50 Eighteen months after date I promise to pay to John F. Rague or order one hundred and twelve dollars & fifty cents with twelve per cent Interest thereon from date till paid. value Recd Witness my hand this 25th day of March 1839—

Thomas J Burns"

(Indorsed as follows, towit)

"Value recd I assign the within note to Daniel B. Hill April 1st 1840

John F. Rague"

Suit commenced on the 7th day of October 1840—

Judgment obtained at the Nov. term 1840, for $134.44 cents & costs—Execution issued thereon on the 9th of Decr 1840. for the said $134.44 debt & damages, & $8.31 cents costs—which execution has the two following indorsements on it, towit—

1st "Came to hand at 4 O,clock p. m. Decr 15. 1840—

Wm f. Elkin Shff. S. C."

2nd "No property found on which to levy this Execution—Mch 10. 1841

Fees.	service	50
	Return	12½
		62½

DEMURRER AND PLEAS, SUIT OF TAYLOR ADS. WILKINSON, SANGAMON CIRCUIT COURT, MARCH 26, 1841

(Herndon-Weik Collection)

The pleas here reproduced are from the pen of Schuyler Strong, as are the cover notations, with exception of the date of filing. Lincoln contributed two brief bits to this document, for he wrote, "Joinder in Demurrer—Logan & Lincoln

p.q.," and the sentence, "And the plaintiffs doth the like." He concluded his work by signing, "Logan & Lincoln p.q." The court history of this case will be found in the foreword to the amendment to the declaration, dated March 9, 1841.
Sangamon Circuit

Edmund D. Taylor
ads
John Wilkinson

March Term 1841
(?) July Term 1841

And the said Defendant by Schuyler Strong his attorney and defends the wrong and injury when &c and says that the said first & second counts of said declaration and the matters therein contained in manner and form as the same are therein pleaded are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against him and that said Defendant is not bound by the law of the land to answer the same And this he is ready to verify Wherefore for (?) Of a sufficient first count in this behalf the said Defendant prays Judg &c—

Joinder in Demurrer—Logan & Lincoln p.q.

No. 2.
and the said Defendant comes & c—and says that he did not undertake and promise in manner & form as the said plaintiff hath above thereof declared and of this he puts himself upon the country &c

S. Strong
Dfts Atty

And the said plaintiff doth the like

Logan & Lincoln p.q.

Sangamon Circuit
Edmund D. Taylor
ads
John Wilkinson

Demurrer & Pleas
(?) July Term
1841— S. Strong
Dfts. Atty
Filed March 26 1841
M Eastman
By N W Matheny

AFFIDAVIT BY LINCOLN IN THE SUIT OF HORNSBY VS. RAGSDALE ET AL, SANGAMON CIRCUIT COURT, APRIL 2, 1841

(Herndon-Weik Collection)

This affidavit was drawn by Lincoln and signed by his client Hornsby. Clerk Eastham appears to have written the cover notations and attested to the swearing of the affidavit. Eastham lists the case as Hornby vs. Radford, whereas Lincoln draws it up as Hornsby vs. Ragsdale et al. Both appear to be correct citations, for the action against Radford was but one part of the case of Hornsby vs. Ragsdale. It will be noted that Lincoln had trouble with the word, "parallel," a difficulty of modern generation spellers. He twice wrote it as, "paralel." From the facts set forth in the several papers this property was one of the most frequently mortgaged pieces of land in the State of Illinois. A judgment was rendered for $1800.88 *in favor of Hornsby at the November term,* 1839, *but never satisfied. Finally, upon April* 2, 1841, *the court ordered that the land in possession of Radford be conveyed to Hornsby, he thus emerging triumphant in a rather lengthy litigation. Lincoln represented the interests of Hornsby in this case.*

Joseph W. Hornsby
against
Daniel Ragsdale
David Spear
William P. Grimsley
Lawrison Levering
Derry Sampson &
Thomas Ragsdale

Circuit court of
Sangamon county—

In chancery—

State of Illinois
ss.
Sangamon county

Joseph W. Hornsby, being first duly sworn, states on oath that the above entitled suit was instituted to procure a decree to sell the following described lot of ground, and the appurtenances thereon, to satisfy a judgment in favour of this affiant against the said Daniel Ragsdale, towit: Sixty feet in front, fronting Southwardly and running back Northward being parts of lots Six and seven in Block sixteen in the city of Springfield, Illinois —Beginning at a point in the South line of said lot number six

fortyeight feet West from the South East corner thereof, running thence North paralel with the Eastern line of said lot number six, one hundred and fiftyseven feet to the alley, thence East with the alley, sixty feet, thence South paralel with said Eastern line of lot six hundred and fiftyseven feet to the street, thence West sixty feet to the beginning—that after the institution of said suit one Reuben Radford was put in possession of said lot and appurtenances by said Daniel Ragsdale; that said court decreed the sale of said lot and appurtenances, in the above entitled cause; that in pursuance of said decree the same has since been sold, and that this affiant became the purchaser thereof, and has received the commissioner's deed of conveyance for the same; and that the said Reuben Radford still has possession of the said lot & appurtenances and fails to deliver the same to this affiant—said affiant having demanded possession of said Radford

Joseph W. Hornsby

Sworn to and subscribed in
open Court April 2d 1841
M Eastham Clerk
By N W Matheny DC

Hornsby
vs } affa
Radford

Filed April 2 1841
M Eastham clerk
By N W Matheny

MORTGAGE AND COURT DECREE IN THE SUIT OF WRIGHT VS. HEWETT AND BAKER, APRIL 3, 1841

(Herndon-Weik Collection)

The one "scrap" of Lincoln penmanship in this filed mortgage is the enclosed letter A, towit: (A.). The rest of the mortgage and cover notations are in the hands of other men than Lincoln, and a part of the mortgage is a printed form to be filled in by the court officials, and others. Exhibit "A" has some importance in the fact that it was the principal bit of evidence in the case which Lincoln tried against his friend, E. D. Baker. Josephus Hewett and Edward Dickinson Baker were prominent Springfield attorneys, but Hewett did not remain long in Spring-

field, moving to Mississippi in 1838. *He was a partner of Cyrus Walker, and opposed Attorney Lincoln in more than one cause. Baker is well known in the legal history of Illinois, California, and Oregon, and his death upon the field of battle caused his friend Lincoln great grief. Lincoln does not seem to have permitted friendship to influence him in the prosecution of a legal case, for upon April* 3, 1841, *he obtained a judgment in favor of his client Wright, for* $484.38 *The court decree of April* 3, 1841 *reveals the final result of the case. Erastus Wright, the plaintiff in the case, saw Lincoln build a flat boat for Offutt, and has given an amusing description of Abraham Lincoln at that time. See Bulletin No.* 50 *of the publications of the Abraham Lincoln Association.*

The opening days of April, 1841, *were a period of present and future meaning for Abraham Lincoln. Early in that month George Ripley, a Unitarian clergyman of Boston, headed a memorable experiment in collective living set up at Brook Farm near that city. His associates included a goodly number of men and women who in future years were to carve out noteworthy careers, among them Nathaniel Hawthorne, Charles Anderson Dana and then youthful George William Curtis. It is probable George Ripley never met Abraham Lincoln, but Hawthorne twenty years later was to call upon and record an arresting description of the first Republican President. Dana was to serve him as assistant secretary of war and in old age recall a characteristic talk with him on the last afternoon of his life, and Curtis in speech and written word was to give him strong and unswerving support as nominee for President and holder of that office.*

Ralph Waldo Emerson, after careful thought, declined to have an active part in Ripley's venture, but he often visited Brook Farm, as also did Margaret Fuller, and in April, 1841, *published the first volume of the Essays which were to give him a premier place among American thinkers. We know that young Billy Herndon made haste to read these Essays, and there is a tradition that his future partner was among those who heard Emerson when, a few years later, in the course of one of his lecture trips, he visited and spoke in Springfield. Be this as it may, when war came the man of Concord was one of the first to proclaim belief in Lincoln's fitness for a great task, and, whenever through troubled years opportunity offered he was quick to praise the patience wedded to wisdom and firmness of the nation's head.*

And it was early in the second week of April that word

reached Springfield of the sudden death in Washington of President Harrison—an event which Abraham Lincoln was quick to accept as charged with disaster for the Whig party and its leader, Henry Clay, while John Quincy Adams recorded in his Diary his impression "of the frailty of all human enjoyments and the awful vicissitudes woven into the lot of mortal man."

I, Josephus Huett & E D Baker of the County of Sangamon and State of Illinois, do assign and transfer to Erastus Wright School Commissioner and Agent for the Inhabitants of the County of Sangamon, for the use of the inhabitants of Township No. 17 N Range 3 West and Town 16 N Range 5 West and Town 16 N Range 6 West and also of the Inhabitts. of Town 17 N. Range 2 West the following described real estate, to wit: Lot No. Six in Block No one in the Town of Springfield being the same Lot and premises owned by A S Grove & conveyed by him to us—

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which real estate I declare to be in Mortgage for the payment of three hundred and Ninety dollars, loaned to me the undersigned —J Hewett by said School Commissioner, with twelve per cent interest per annum thereon, to be paid semi-annually and in advance until paid; and we hereby covenant that the title to said real estate is free from all incumbrance that we will pay all taxes and assessments which may be levied on said estate; and we further agree that if we do not pay the interest on said sum semi-annually in advance and the principal when due, that the said real estate may be sold by the said Commissioner, in conformity with the laws of the State, and that we will deliver immediate possession to the purchaser.

WITNESS our hands and seals this 15th day of Jany 1838.

J. Hewett (Seal
E. D. Baker (Seal)

State of Illinois
Sangamon County Before me the undersigned an acting Justice of the Peace for the County aforesaid personally came J Hewett and E D Baker who are personally known to be to be the identical persons whose names are signed to the above Mortgage and

acknowledged that they signed sealed and delivered the same for the use and purposes therein express'd

Given under my hand and seal this 17th day of January A. D. 1838

Benj S Clement (Seal)

State of Illinois } Recorders office Springfield
January 24th 1838
Sangamon County } ss. I. Benjamin Talbot Recorder in and

for the County aforesaid do hereby certify that the within Deed of Mortgage is Recorded in my office in Book M. & Pages 237& 238—

Benjamin Talbot R. S C

Menl. Town 17 R 3 $100
" 16 R 5 " 90
" 16 R 6 " 100
" 17 R 2 " 100

Mortgage
J. Hewett & E. D. Baker
to E. Wright
School Commsr. S. C.
$390/00

17-3 —— 100
16-5 —— 90
16-6 —— 100
17-2 —— 100

$ 390.

Filed for Record at 10 . oclock A—M
January 23rd 1838
Fee $— 75

Filed April 3d 1841
M Eastham ck
P. 237 & 8
24th

COURT DECREE IN THE SUIT OF WRIGHT VS. HEWETT AND BAKER, SANGAMON CIRCUIT COURT, APRIL 3, 1841

This decree and the cover notations are in the hand of Abra-

ham Lincoln. The cover is undated, but as the decree was handed down on April 3, 1841, *it is probable that Lincoln penned it at that time.*

Erastus Wright, School commissioner &c.
against
Josephus Hewett &
Edward D. Baker
} In chancery

This day comes the complainant and files his bill in open court, and the defendants also appear in open court and file their answer, and waive service of process, and confess the allegations of the complainants' bill, and agree that a final decree may now be entered against them for the sale of the lot in the said bill described without any time being given for the payment of the money: It is therefore decreed by the court that the defendants pay pay to the said complainant the sum of four hundred and eightyfour dollars & thirtyeight cents with interest thereon from this day until paid at the rate of six per cent per annum; and that the equity of redemption of the said defendants in and to said lot, towit Lot number Six in Block number One, in the city of Springfield, be forever barred and foreclosed, and that said lot be sold to pay and discharge the above sum, together with interest thereon, cost of this suit, and the charges of said sale; and that William F. Elkin be appointed a commissioner to make said sale, and who shall sell said lot at public vendue to the highest and best bidder for cash in hand, and convey the same to said purchaser having given twenty days previous notice, in four [?] of the most public places in Sangamon county, of the time and place of said sale; and that he report his proceedings herein to this court—

E. Wright
vs
Hewett
Baker
} Decree

DECLARATION AND PRAECIPE BY LINCOLN IN THE SUIT OF EDMUNDS VS. SIMPSON AND OTHERS, SANGAMON CIRCUIT COURT, APRIL 6, 1841

(Herndon-Weik Collection)

Lincoln drew the declaration and praecipe in this case.

The cover notations are in his hand also, with the exception of the date of filing, which was penned by Eastham. Lawyer Lincoln spelled "affairs" as "afairs," and used "bussiness" for "business" which was not unusual practice in his legal papers. He hurriedly placed a comma after the word, "one," in the phrase, "one pair of boots," but omitted it after the word, "stockings" where it belonged. These are not significant errors; they merely show that Lincoln could make mistakes, when he was in a hurry. The crossing out of certain words indicates that he gave his usual care to this document. The abbreviation, "narr," upon the cover notation was a shortening of the Latin word, "narratio." It meant a declaration, but is now obsolete as a legal term, and is used only locally in the United States. Lincoln alone represented Edmunds upon July 28, 1841, *when the jury rendered a decision in favor of the defendants. Edmunds seems to have gotten a good beating from the defendants, although the jury felt that even this was untrue.*

On the day Lincoln drew the declaration of his client, Alexander Edmunds, at Washington John Tyler, hastily summoned from his Virginia home, took the oath of office as President. It is one of the ironies of history that in the closing months of 1839, *Clay, confident that he would be the Whig nominee for President, told his friends that, for vote-getting reasons, he would like to see Tyler, an anti-Jackson, states-rights Democrat, have second place on the ticket. On the ground of availability the Whigs in national convention, to Clay's angry and abiding chagrin, put their leader aside for Harrison. They failed also to adopt a platform or a definite party program, but gave heed to Clay's wishes and named Tyler for Vice President. Now the unexpected made the Virginian head of the nation. For the first time a Vice President succeeded a President, and the members of Harrison's Cabinet in announcing his death to Tyler, addressed the latter as "Vice President." Clay, in a letter to a friend, called him a "regent," and John Quincy Adams declared that his official title should be "Vice President acting as President." Tyler, however, in assuming office styled himself "President of the United States," and such he quickly proved himself to be—with disasttrous consequences to the Whig party and its leaders.*

State of Illinois } Of the July term of the Circuit court
Sangamon county & } of said county, A. D. 1841—
Circuit }

Alexander Edmunds complains of John P. Simpson, Ben-

jamin Simpson and Lewis Simpson, in custody &c of a plea of trespass: For that the said defendants on the day of in the year of our Lord one thousand eight hundred and forty one with force and arms assaulted the said plaintiff, towit, at the county and circuit aforesaid, and then and there with great force and violence seized and laid hold of the said plaintiff by his nose and greatly squeezed and pulled the same, and then and there plucked, pulled, and tore divers large quantities of hair from and off the head of him the said plaintiff, and then and there with a certain stick, and with their fists gave and struck the said plaintiff a great many violent blows and strokes on and about his head, face, breast, back, shoulders, arms, legs and divers other parts of his body: and also then and there, with great force and violence, shook and pulled about him the said plaintiff and cast and threw him the said plaintiff down to and upon the ground, and then and there violently kicked the said plaintiff, and gave and struck him a great many other blows and strokes, and also then and there with great force and violence rent, tore, and damaged the clothes and wearing apparel, towit, one coat, one waist coat, one pair of breeches, one cravat, one shirt, one pair of stockings one pair of boots, one hat, and one fur cap of the said plaintiff, of great value, towit, of the value of fifty dollars which he the said plaintiff then and there wore and was clothed with. By means of which said several premises, he the said plaintiff was then and there greatly hurt bruised and wounded, and became and was sick, sore, lame and disordered, and so remained and continued for a long space of time, towit, for the space of ten weeks then next following, during all of which time he the said plaintiff thereby suffered and underwent great pain, and was hindered and prevented from performing and transacting his necessary afairs and bussiness, by him during that time to be performed and transacted, and also thereby he the said plaintiff was forced and obliged to, and did necessarily pay, lay out and expend a large sum of money towit the sum of fifty dollars, an and about endeavoring to be cured of the bruises, wounds, sickness, soreness, lameness, and disorder aforesaid, occasioned as aforesaid, towit at the county and circuit aforesaid; And other wrongs then and there did to the said plaintiff, against the peace of the People of the state of Illinois, and to the damage of the said plaintiff of one thousand dollars, and therefore he sues &c. Logan & Lincoln, p q.

Alexander Edmunds
vs
John P. Simpson
Benjamin Simpson
& Lewis Simpson

Tresspass

Damage $1000—

The clerk of the Sangamon circuit court will issue process in the above entitled cause—

Logan & Lincoln p. q

Alexander Edmunds
vs
John P. Simpson & others

Narr & Precipe

Filed April 6 1841
M Eastham ck
pr N W Matheny DC

CONTRACT BETWEEN DUFF & COMPANY AND GOODELL & COMPANY, APRIL 9, 1841

(Herndon-Weik Collection)

This contract is not in the handwriting of Abraham Lincoln, but is included as the contract referred to in his declaration in this case, filed on March 4, ~~1841~~ 1842. It permits an insight into the fact that Lincoln used the contract wording verbatim in some parts of his declaration. There is also the spelling of the word, "balance" as "ballance" in this contract; the latter spelling being used almost uniformly by Abraham Lincoln in his legal papers.

On April 9, 1841, President Tyler issued an address to the people which made free use of Whig phraseology, but was open to varying constructions of his probable course as President. Clay at his Kentucky home read it with misgivings of a serious sort, and promptly addressed a letter to Tyler requesting a fuller and clearer statement of his views and purposes. Tyler's reply on April 30 had an uncertain sound as to a proposed revival of the Bank of the United States—legislation in regard to which he felt should be so framed "as to obviate all constitutional objections"—while as to other schemes of finance he "would reserve to himself power to reject any measure which should conflict with the Constitution" or "jeopard the prosperity of the country." Plainly Clay and the stubborn states-righter from Virginia would soon reach the parting of the ways.

Abraham Lincoln had not yet had opportunity to read and ponder, as he was sure to do, Tyler's address to the people, when on April 10, 1841 *there fell an event that was to have in the fulness of time a potent and now and again disturbing influence on his career as political leader and President, for in the morning hours of the day named, from the second floor and attic of a rear building at* 30 *Ann Street, New York, Horace Greeley issued the first number of the New York Tribune. For lack of money or credit to purchase a press, its founder had to lock his made-up pages of type and wheel them for printing to another shop a few blocks distant. The Tribune, however, prospered from the first and for thirty years its editor, in his own way, was to help shape the course first of the Whig and later of the Republican party. Lincoln was early numbered among the new journal's intent and regular readers, and after their meeting at the River and Harbor Convention held at Chicago in July,* 1847, *his relations with Greeley through the years were of a significant and, for others, often of a diverting sort, the story of which will be duly set forth in these pages.*

Memorandum of an agreement this day entered into between John Duff & Co. of the city of Springfield of the first part and Calvin Goodell & Co. of Sangamon County and state of Ill. of the second part, in which the said party of the second part agrees to furnish and deliver to the said party of the first part twenty one thousand lineal feet of White or Burr Oak lumber, sawed six inches square & to be free of rot, sap or windshake on the line of the Northern Cross Rail Road about two miles east of New Berlin—said lumber is all to be delivered on or before the first day of August next and is to be in sticks of twelve fifteen or eighteen feet in length— In consideration of which the said party of the first part agrees to pay the said party of the second part four dollars and fifty cents per hundred feet for the aforesaid twenty one thousand feet of lumber the one half to be paid by the 15th day of June next or when one half of the timber is delivered as aforesaid and the ballance to be paid thirty days after the delivery of all the lumber as aforesaid.

Signed & sealed at Springfield this 9th April 1841

John Duff & Co. (Seal)
C Goodell & Co (Seal)

It is expressly understood that fifteen per cent. is to be retained out of the payment which falls due on the 15th day of June next, according to the conditions of the foregoing contract,

untill all the timber or lumber contracted to be delivered shall have been delivered when the said fifteen per. cent. is to be paid.

Springfield April 9th 1841

John Duff & Co. (Seal)
C Goodell & Co (Seal)

John Duff & Co
Contrats
Rail Road
April 9 1841

AFFIDAVIT DRAWN BY LINCOLN IN THE SUIT OF VEST VS. WILLIAMS, COLES CIRCUIT COURT, MAY 26, 1841

(Herndon-Weik Collection)

This affidavit was penned by Lincoln, and signed by Williams. The cover notations are also from his pen, while the swearing of the affidavit was attested to in the hand of Nathan Ellington. The common usage of "verrily" by Lincoln is apparent here, but he alternated between this spelling and "verily," with a sense of relieving the monotony of spelling and documental wording. A jury was called to try this case in the Coles circuit court at Charleston, upon May 28, 1841. *The plaintiff, Vest, refused further prosecution at this time, and entered a full release of action, which meant that he gave up right to further proceeding in the case.*

All through the month of May, 1841, *Lincoln devoted himself with renewed intent to his labors as a lawyer. During the month he attended the circuit courts of Livingston, DeWitt, Champaign, Vermillion and Coles counties, journeying in turn to Pontiac, Clinton, Urbana, Danville and Charleston, while on May* 14 *the first announcement of the partnership of Logan & Lincoln, with office located "opposite Hoffman's Row," appeared in the Sangamo Journal. Perhaps during the month he read in the press that Colonel Zachary Taylor, a name which six years later was to have a hopeful meaning for Whigs intent on the election of a President, had assumed command of the Second Military Department with headquarters at Fort Smith. He may also have read early in May of the departure from Independence, Missouri, of a company of pioneers, destined after harrowing experiences, to a safe arrival in California, where one of its leaders, John*

Bidwell, a young man of parts and compelling purpose, who, having won wealth as a gold-seeker, was to found the town of Chico, and in 1861 *help to keep his adopted state firm in the support of the Union.*

State of Illinois }
Coles County }

Robert E. Y. Williams, one of the defendants in an action of trespass pending in the circuit court of said county wherein John F Vest is plaintiff, and this affiant and John A Love, Reuben Williams and Theda Garrett are defendants, being first duly sworn states on oath that he verrily believes the said Vest is unable to pay the cost of said suit, that said plaintiff Vest told affiant only a day or two since that he plaintiff, was broke.

Robert E Y. Williams

subscribed & sworn to before
me this 26th day May 1841
N Ellington Clk

Vest
vs } Affidavit
Williams

COMPLAINT DRAWN BY LINCOLN IN THE TRESPASS SUIT OF AERTSON VS. ASHMORE & ASHMORE, COLES ~~DANE~~ CIRCUIT COURT, MAY 27, 1841

(Herndon-Weik Collection)

This document, with the exception of the notes upon the outside in the hand of Ellington, is the work of Abraham Lincoln. The notation upon the outside giving the parties to the case is also in his hand. The case, as is shown, was decided in favor of Lincoln's client, and judgment awarded him. It is similar in pattern to the trespass cases tried by Lincoln and has importance in definitely placing him in Charleston, Illinois upon May 27, 1841, *where he was attending a meeting of the Coles county circuit court.*

State of Illinois } of the May term of
Coles County Circuit } the circuit court of
Dane County A. D. 1841

John P. Aertson, plaintiff complains of G M Ashmore, and H. J. Ashmore, in custody &c of a plea of Trespass in the case

on promises: For that whereas the said defendants, heretofore towit on the eighteenth day of January in the year of our Lord one thousand eight hundred and forty, at the county & circuit aforesaid, made their certain promissory note in writing, (signing their names thereto "G. M. Ashmore". & "H. J. Ashmore") bearing date the day and year aforesaid, and thereby then and there promised to pay, on or before the first day of Janr (then next ensuing meaning) to one John B. Daugherty, the sum of two hundred and eighty dollars with interest at the rate of twelve per cent per annum, for value received and then and there delivered the said promissory note to the said Daugherty and the said Daugherty to whom the payment of the said sum of money in the said promissory note specified was to be made, after making of the said promissory note and before the payment of the said sum of money specified towit, on the day and year aforesaid, at the county and circuit aforesaid assigned the said promissory note by indorsement thereon in writing, by which said assignment he the said Daugherty then and there ordered and appointed the said sum of money in the said promissory note specified, to be paid to the said plaintiff, and then and there delivered the said promissory note so assigned as aforesaid to the same plaintiff. By means whereof, and by force of the statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note; and being so liable they the said defendants, in consideration thereof afterwards towit on the day & year aforesaid &c. the county & circuit aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified according to the tenor and effect thereof—

Yet the said defendants (although often requested so to do) have not as yet paid the said plaintiff the said sum of money in the said promissory note specified, or any part thereof, but so to do have hitherto wholly rejected and refused, and still does neglect and refuse. To the damages of five hundred dollars & therefore he sues &c.

Ficklin p q

John P. Aertson
vs. } Declaration
Ashmore & Ashmore

Filed May 27 1841
N Ellington Clerk
Judgement $182.91

PLEA BY LINCOLN IN THE SUIT OF MOORE VS. WHITE, COLES CIRCUIT COURT, MAY 28, 1841

(Herndon-Weik Collection)

This plea was drawn by Lincoln, as were the cover notations, with the exception of the date of filing. The spelling of "dwelling house" is not consistent, Lincoln using two words in some cases, and a hyphenated form, upon at least one occasion in the paper.

After the words, "And for further plea in this behalf," Lawyer Lincoln wrote the clause, "The said defendant says actio non, because he says that the said," and then crossed it out, as he wished it to follow the words "(as to the breaking and entering the said close and dwelling house in the said declaration mentioned.)." Upon May 29, 1842 Moore moved the court to continue the case, and the motion was sustained. Lincoln, attorney for the defendant, White, then moved that the plaintiff enter bond within ninety days.

William B. White
ads. } In Trespass—
James V. Moore

And the said defendant comes and defends the wrong force and injury when where &c. and says actio non, because he says that he is not guilty of the said supposed trespasses above laid to his charge or any or either of them in manner and form as the said plaintiff has above thereof complained against him: And of this he puts himself upon the country &c.

Lincoln p d—

And for further plea in this behalf (as to the breaking and entering the said close and dwelling house in the said declaration mentioned) the said defendant. says actio non because he says,

that the said close and dwelling house in the said declaration mentioned, and in which &c. now are, and at the said several times when &c. were the close, dwelling-house, soil and free hold of the said defendant, towit, at the county of Coles aforesaid, wherefore the said defendant, in his own right, at the said several times when &c. committed the said several supposed trespasses, in the introductory part of this plea mentioned, in the said close and dwelling house, in which &c. so being the close, dwelling-house, soil and free hold of the said defendant, as he lawfully might for the cause aforesaid, which are the said several supposed trespasses, whereof the said plaintiff has above thereof complained against him: And this he is ready to verify; wherefore he prays judgement &c Lincoln. p d

White
ads. } Pleas—
Moore
Filed May 28 1841
N Ellington clk

AFFIDAVIT OF WILLIAM GOODMAN IN THE SUIT OF EWING VS. GOODMAN, COLES COUNTY CIRCUIT COURT, MAY 29, 1841

(Herndon-Weik Collection)

This affidavit is the work of Lincoln, although the letters "ss," appear to be in another hand. William Goodman signed the paper, and Ellington attested to it being sworn before him. The cover notations with the exception of the date of filing, are also the work of Lawyer Lincoln. It will be noted that he penned the word, "verily" as "verrily" upon two occasions, an error that may have been due to the laxity of rules of spelling in this period. The words, "of said plaintiff have been returned," are written very faintly, and it appears that the ink on the pen may have run out at this point, while the notations of date of filing are so faint as to be almost undiscernible. The plaintiff, Ewing, accused Goodman of battery and assault. Upon May 29, 1841, *the attorneys agreed to a continuance of the case, and Lincoln appeared for the defendant. Upon the same day the plaintiff was ruled to give security for costs in the case. The case was dismissed at the defendant's costs upon May* 24, 1842.

It will be noted that Lincoln drew and filed this affidavit of Goodman on May 29, 1841. *The same day at Washington*

there was a definite and final break between John Tyler and Henry Clay. The latter had reached Washington on May 26 in anticipation of the special session of Congress, which had been called for May 29 by Harrison before his death. "I repair to my post in the Senate," he had written a friend before he left Kentucky, "with strong hopes not unmixed with fears. If the Executive will cordially cooperate in carrying out the Whig measures, all will be well. Otherwise everything is at hazard." It was to be otherwise. Tyler had in mind a bank in the District of Columbia to be established by Congress as the local legislature with power to locate offices in any state with the assent of the state. But Clay would have none of this plan when Tyler submitted it to him on May 29, and stubbornly argued for a bill of another sort. Losing his temper at the end of a three-hours' talk, Tyler is reported to have thus tartly dismissed his visitor: "Mr. Clay, go to your end of the avenue, where stands the Capitol, and there do your duty as you see it. So help me God, I shall do mine at this end of it as I shall think proper."

Ere long there was to be open war between Tyler and Clay, a war to be followed with intent and concern, and from week to week by Abraham Lincoln of Springfield.

State of Illinois }
} ss
Coles County }

William Goodman, the defendant in action of Trespass now pending in the circuit court of said county, wherein Elijah Ewing is plaintiff, being first duly sworn, states on oath, that he verrily believes said plaintif is unable to pay the cost of said suit: that affiant has been informed and verrily believes that executions against the property of said plaintiff have been returned by the proper officers, "No property found" William Goodman

subscribed & sworn to in
open Court May 28th 1841
N. Ellington Clerk

Ewing
vs. } Affidavit
Goodman

Filed May 29th 1841
N Ellington Clk

LETTER OF JOHN M. NEALE TO DR. SILAS REED DRAWN BY LINCOLN, JUNE 3, 1841

(Original owned by Lincoln National Life Foundation)

This letter and postcript was signed with the name and initials of John M. Neale, but were drawn by Lincoln. The words are blurred in many cases and the parentheses indicate that the context has been supplied where the words were too faint to permit of definitive text. Lincoln not only endorsed the application of Neale but also penned the application. This letter appears to be "the accompanying" one referred to by John T. Stuart in his recommendation of the same date. Stuart wrote the letter to Dr. Reed and Lincoln endorsed the recommendation in the words "I most cheerfully endorse the foregoing recommendation of Col. Neale—." He signed his name using the double period after the letter, "A," a characteristic common to many of the Lincoln documents and letters. The letter affords a good comparison between the letters of Stuart and Lincoln, for it reveals that Stuart was not careful in the correct usage of capital letters and punctuation marks, whereas Lincoln gave much attention to such matters. Lincoln was qualitified to recommend a man for surveyor, having served as deputy surveyor under John Calhoun and Thomas M. Neale. Dr. Silas Reed was the surveyor general of Illinois and Missouri.

Three days before this letter of Neale was written, on May 31, 1841 *the Twenty-seventh Congress had met in special session, and it is interesting to note that among the new members of that body or those who now returned to it after long absence were a number of men of mark whom Abraham Lincoln was to know as political friends or enemies in the stressful years looming ahead of him. John M. Berrien, after service in Jackson's Cabinet, was again a member of the Senate from Georgia; so was Levi Woodbury from New Hampshire, while Rufus Choate had taken the seat of Webster. William L. Dayton, soon to become a leader in the free-soil wing of the Whig party and later to serve President Lincoln as minister to France, was a senator from New Jersey; Virginia was represented by William S. Archer, and South Carolina had replaced William C. Preston with George McDuffie.*

Charles Jared Ingersoll, caustic and self-confident, was again a member of the House from Pennsylvania, and among its new members were Robert C. Winthrop of Massachusetts, later speaker and senator and a fine example of the scholar in politics;

Richard W. Thompson of Indiana, who in 1860 *was to have a hand in the nomination of Lincoln and long outlive his own generation; and Colonel Henry Dodge of Wisconsin, one of the heroes of the Black Hawk War, along with his son Augustus of Iowa, both soon to be promoted by their states to seats in the Senate. There were also Alexander H. H. Stuart of Virginia, who a few years later was to have a place in Fillmore's Cabinet; Thomas F. Marshall, nephew of the chief justice, an unusual man then in his prime, who later was to become, through drink, a mental and physical wreck, and finally David L. Yulee of Florida, soon to win and hold a militant place among the champions of slavery and secession.*

The second day of the session, June 1, *President Tyler submitted his first message to Congress—a lengthy document which a few days later no doubt was read with critical eye by that devoted follower of Clay, Abraham Lincoln of Springfield. As to a financial agency for the government, the message was non-commital, but it gave warning that in this matter the President was not to be ignored by the leaders of Congress. Moved by Clay a special Senate committee of nine members, seven Whigs and two Democrats, was forthwith appointed to consider this part of the President's message and suggest a remedy. Clay, already head of the Senate's finance committee, was made chairman of the committee of nine; and so the stage was set for a battle royal.*

Springfield, Illinois, June 3rd 1841

Hon. Silas Reed

Surveyor General &c.

My object in trou (bling you) with this is to procure a contract (county) Surveying. You are favourably known by m(any promin)ent citizens of this city, and, in case you (shall be) disposed to treat my application favourably, I will procure any sort of recommendation from them that you may require—

Yours with respect
John M. Neale

P.S. I have concluded to send two or three recommendations at this time, thinking it might enable you to decide on my application without further delay—

J.M.N.—

Sir

Having been shown the accompanying letter of Col. John

M. Neale I take pleasure in saying that in my opinion he is (qu)alified to perform the duties re(quired) by such a Contract as he seeks an(d) to say further that I would be much gratified if you should find it consistent with your sense of Public duty to give him a Contract

Col. Neale has been for several years a Deputy Surveyor of Sangamon County and discharged its duties to the satisfaction of the Public

Your obt Svt

Dr Silas Reed

John T. Stuart

I most cheerfully endorse the foregoing recommendations of Col. Neale—

A. . Lincoln

LETTER OF LINCOLN TO COLONEL WILLIAM H. DAVIDSON, JUNE 4, 1841

This more than friendly letter was prompted by a desire to serve Colonel Richard B. Servant of Chester, Illinois with whom the writer had served six years in the Legislature. In 1843 *Servant was appointed receiver of the land office at Kaskaskia. Mrs. William Wilson, wife of the Chief Justice of Illinois, was a sister of Mrs. Davidson.*

This letter was written on June 4, 1841. *On the same day in Washington Clay reported from the Senate finance committee a bill for the repeal of Van Buren's subtreasury system. Urged with its author's usual impetuosity the bill was read, printed and made the order of the day for June 7. Debate on it was brief and without amendment it was on June* 9 *passed, by a vote of* 29 *to* 18. *The bill made slower progress in the House, but was finally passed by that body and on August* 14 *received the signature of the President. Tyler's approval of it was no doubt his only official act approved by Abraham Lincoln, at this time a Whig devoid of misgivings as to the course of his party. At no time a master of finance he had questioned the wisdom and fairness of the sub-treasury system when enacted under Van Buren, and he now welcomed its repeal. But when, with Polk as President, the Democrats regained control of Congress they promptly reenacted it, and it effectively served its purpose until, in order to meet the war needs of President Lincoln's administration, it was replaced by the national banking system.*

Springfield, June 4th 1841—

Dear Col:

Yours of the 23rd ult: is duly received and I have most cheerfully complied with the request you make in relation to Col: Servant—I have written to Mr. Tyler saying all for the Col: that I could say for the best man on earth— Baker will do the same to-day—

About the matter you and I spoke of at our last parting, I can say nothing which would be news to you. My feelings, and those of Baker, on that subject, are precisely the same as when we last saw you; but the question is *how* to effect any thing— If you see any way that we can do any thing you ought to write us; there is no indelicacy in it. Baker and I were with Webb at Vermillion, and talked the matter over with him; and he will tell you the particulars of what we thought—

With my best respects to Mrs. Davidson and Mrs. Wilson, I remain

Your friend, as ever

A. Lincoln.

RECEIPT TO JOSIAH FRANCIS, JUNE 12, 1841

(Lincoln National Life Foundation Photostat)

This document on the receipt of notes is entirely in the handwriting of Abraham Lincoln. The cover notations were signed by Josiah Francis, but were penned by Lincoln. The use of extra spacing is very evident in this document, although limitations of typesetting do not permit of showing such usage in the many instances in which it was used by Lincoln. The Springfield attorney signed the document with the "A..Lincoln" that was used by him on frequent occasions. It should be noted that he also placed the double period after the "A" in the "A.. Lincoln" on the cover notations. After the phrase, "the other or both of two judgments," Lincoln wrote the words, "in the Sangamon Circuit Court," but later crossed them out. He also wrote the words, "by Stuart," after the phrase, "against him and others in the other," but crossed them out. The original of this receipt is now owned by the heirs of Stewart Brown of Springfield. Josiah Francis settled in that township in 1831 *and was long prominent in the affairs of Sangamon county. In* 1841 *he was living in the village of Athens, fifteen miles northwest of Springfield.*

On the day Abraham Lincoln gave this receipt to Josiah

Francis, at Washington Thomas Ewing, the secretary of treasury whom Tyler had taken over from Harrison, reported to Congress a plan for a central bank which no doubt was shortly read and discussed at length by members of the Springfield law firm of Logan & Lincoln. Ewing's plan provided for a central bank in Washington, created by Congress as the legislative body of the District of Columbia with branches of discount and deposit located in the several states with their consent. Thus were removed Tyler's constitutional objections to the creation of a central bank and to the establishment in the several states of branches of such an institution. The President sanctioned this plan and urged Clay to support it, but the latter, grimly determined to have his own way, took another course. Instead, Ewing's report was submitted to a select committee of the Senate of which Clay was chairman with, as will be presently reported in these pages, a disastrous trial of strength between President and Senator.

June 12th 1841—

This may certify that I have this day received of Josiah Francis four notes, hereafter described, upon the following conditions, that I am to keep them forty days unless the makers or any of them call and pay, and at the end of that time or any time afterwards am to return them or so many of them as remain unpaid, when said Francis may demand them of me at my office; and any money I may receive upon said notes is to be applied to one or the other or both of two judgments obtained against sd Francis & against him and others in the other, before Thomas Moffett a Justice of the Peace of Sangamon County— The constable who has the execution in those cases, if they will expire before the said forty days, may return them and take out new, & if they will not so expire, he may suspend acting upon them for that length of time—

The notes are as follows—

1 on Wesley Eads for	$73.58
1 on William Boyd for	34.06
1 on William Ramsay for	20.00
1 on Bondurant & Primm for	12.37—

A. Lincoln

The cover notations on this document are as follows:

"All responsibility of A. Lincoln on the receipt is discharged by Receipt & application of money & by return of notes—
Josiah Francis Nov. 17. 1845"

PETITION AND SUMMONS BY LINCOLN IN THE SUIT OF HURT VS. CARMAN, RUCKEL & COMPANY, JUNE 18, 1841

(Herndon-Weik Collection)

Abraham Lincoln penned the petition and cover notations in this case with the exception of the date of filing, which was done by Eastham. It will be noted that Lincoln did not transcribe the notes with the accuracy which characterizes such transcriptions in many of his legal papers. The words, "interest from the 24th of August 1840 *untill paid," are almost blotted out in the original document, but enough remains to show, with the context of the note, that no brackets are needed for seeming omission. The words are blurred but have not been left out. Carman, Ruckel & Company defaulted in the case upon July* 28, 1841, *and judgment was rendered in favor of Lincoln's client, Robert A. Hurt.*

On or before the Tenth day of may next We promise to pay Dimand Hurt & Beamor the Sums of Two hundred dollars for value recd with 12 per cent interest from the 24th of August 1840 untill paid

It $22.00 Carman Ruckel & Co

Note: *The above note was not penned by Lincoln, but is included, as he uses it in his petition of June* 18, 1841.

Carman Ruckel & Co

To Note $200.00

for Value recd We assign the within note To Robert A Hurt this 9th day of Aprile 1841

Dimand Hurt & Beamer

Note: *The above assignment is obviously not by Lincoln, but is included, because, like the other note, Lincoln cited it in his petition.*

Sangamon Circuit Sct.

Robert A. Hurt plaintiff states that he holds a note on the defendants Waters Carman Daniel Edward Ruckel and Jacob Ruckel in substance as followeth—

"On or before the tenth day of May next we promise to pay Diamond Hurt & Beamor the sum of two hundred dollars for value recd with 12 per cent interest from the 24th day of August 1840 untill paid

Carman Ruckel & Co"

on which is the following assignment:

"For value recd we assign the within note to Robert A Hurt

this 9th day of Aprile 1841— Diamond, Hurt, & Beamer"

Whereby the plaintiff hath become the proprietor thereof of which the defendants have had due notice— Yet the same debt remains unpaid, wherefore he prays judgment for his debt and damages for the detention of the same, together with his costs—

Logan & Lincoln p. q.

Robt A. Hurt

vs } Pet. & Sums.

Carman Ruckel & Co.
Filed June 18. 1841
M Eastham
pr. J. H. Matheny

This was Sunday

DECLARATION IN THE SUIT OF WEST & TAYLOR VS. DOOLITTLE, SANGAMON CIRCUIT COURT, JUNE 20, 1841

(Herndon-Weik Collection)

This declaration, praecipe, and quoted note are from the pen of Abraham Lincoln, as are the cover notations citing the case. Lincoln, did not pen "Declaration and Praecipe," but he included the order to issue process in the cause. The number of documents with similar wording seem to have confused Lincoln, for he inadvertently wrote, "To the damage of the said plaintiff of one hundred dollars and therefore he sues." He sued for a single client in many cases, but in this document, followed the sentence containing mention of a single plaintiff with the words, "And the said plaintiffs bring into court here, ..." Such errors and oversight of them occur in the Lincoln legal papers, but not frequently enough to be significant.

State of Illinois } ss Of the July term of the circuit court of
Sangamon county } said county A.D. 1841.

Benjamin West and Nancy W.. Taylor, executor and execurtix of the last Will and Testament of Francis Taylor deceased, plaintiffs, complain of Tracy Doolittle, in custody &c. of a plea that he render unto them the said plaintiffs the sum of one hundred and five dollars which he owes to and unjustly detains from them: For that whereas the said defendant, heretofore, towit, on the eleventh day of March in the year of our Lord one thousand

eight hundred and thirtynine, and in the life time of the said Francis Taylor, since deceased at Springfield towit, in the county aforesaid, by his certain writing obligatory, sealed with his seal and now shown to the court, the day whereof is the day and year aforesaid, acknowledged himself to be held and firmly bound unto the said Francis Taylor, since deceased, in the sum of one hundred and five dollars, above demanded for value received, to be paid to the said Francis Taylor, one day after the date thereof together with interest thereon at the rate of twelve per cent per annum after the first day of March in the year aforesaid until paid. And the plaintiffs aver that they reside, and that the said Francis Taylor deceased, did reside, before and at the time of his death, in the said county of Sangamon; and that the cause of action above stated and set forth accrued in the said county of Sangamon— Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of one hundred and five dollars above demanded, or any part thereof, either to the said Francis Taylor in his lifetime, or to the said plaintiffs since his decease, or otherwise howsoever; but hath hitherto wholly neglected and refused, and still neglects and refuses so to do— To the damage of the said plaintiff of one hundred dollars and therefore he sues &c. And the said plaintiffs bring into court here, the letters testamentary of the said Francis Taylor deceased, whereby it fully appears to the said court here, that the said plaintiffs are the executor and executrix of the last Will and Testament of the said Francis Taylor deceased, and have the execution thereof &c.

Logan & Lincoln p. q

(Copy of the writing sued on)

"Springfield, March the 11th 1839

One day after date I bind myself to pay to Francis Taylor or order the sum of one hundred & five dollars, for value received. bearing twelve per cent per-annum after the first of March 1839 untill paid, given under my hand & seal this date above written.

Tracy Doolittle (Seal)"

Benjamin West & Nancy W.. Taylor, execut[or] and executrix of the last Will and Testament of Francis Taylor deceased vs Tracy Doolittle	In Debt— Debt. $105-00 Damage " 100-00

The clerk of the Sangamon circuit court will issue process in the above entitled cause, returnable to the next term of said court, and directed to the Sheriff of Fulton county—

Logan & Lincoln p q

"Springfield March the 11th 1839—

one day after date I bind myself to pay to Francis Taylor or order the sum of one hundred & five dollars for Value received. bearing twelve percent per annum after the first of March 1839 untill paid given under my hand & seal this date above written—

Tracy Doolittle (Seal)

Int. $ 29.40
105.

134 40"

T. Doolittle
note to
F. Taylor
$.105
Taylor's Executors

vs } Declaration

Tracy Doolittle
Filed June 20. 1841
M. Eastham
pr James H Matheny
Act in debt.

SUMMONS IN THE SUIT OF WEST AND TAYLOR VS. DOOLITTLE, SANGAMON CIRCUIT COURT, JUNE 30, 1841

(Herndon-Weik Collection)

Lincoln wrote, "Executed the within summons by reading the same to the within named Tracy Doolittle—on this—day of July A.D. 1841," *and also, "Sheriff of Fulton county—." These words are his only contribution to the summons. The figure "14th" before "day" is not in his hand, but the word "postage," upon the cover notation is similar to the hand of Lincoln, although it is not distinctly Lincolnesque.*

The People of the State of Illinois,
To the Sheriff of Fulton County—Greeting

You are hereby commanded to summon Tracy Doolittle—— to be and appear before the Circuit Court of Sangamon County, on the first day of next term, to be holden at Springfield, on the fourth Monday in the month of July next, to answer to Benjamin West and Nancy W Taylor executor and executrix of the will and testament of Francis Taylor deceased in an action of Debt—

Debt $105-00 Damages $100.00—
And have you then and there this writ.

(Seal)
Sangamon County
Circuit Court
Ills 1818

WITNESS, M. EASTHAM, Clerk of our said Court, at Springfield, this 30th day of June A. D. 1841
M. Eastham Clerk.
pr James H Matheny D. C.

Executed the within summons by reading the same to the within named Tracy Doolittle—on this 14th day of July A. D. 1841

C. Jones Sheriff of Fulton county

Benjamin West and
Nancy W Taylor &c
vs } Sums
Tracy Doolittle

To July Term 1841	
Serving & Returning	62½
15 Miles Travel	93¾
	1.56¼
C. Jones SffF. C	
Postage	.20

BILL IN CHANCERY DRAWN BY LINCOLN IN THE SUIT OF PRESTON VS. HUSSEY, SANGAMON CIRCUIT COURT, JUNE 22, 1841

(Herndon-Weik Collection)

This document is completely in the handwriting of Lincoln, with the exception of the date of filing. The word, "sep-

arately," is spelled as, "seperately," and there is a definite "e" after the "p." Lincoln seems to have doubled up on himself, in the use of these words, "sold to the said Christopher as aforesaid, to the said Christopher." Such repetition while found upon occasion is not a frequent occurrence in his earlier legal papers.

On June 21, 1841, *the day before Lincoln drew this bill in chancery, Clay as chairman of the Senate committee which had taken in hand Ewing's plan for a central bank, made a report to the Senate. He proposed as a substitute to Ewing's plan that the Senate should charter a national bank acting in its capacity as a legislature of the nation and not as of the District of Columbia, but the consent of the states as favored by Tyler was not to be required for the establishment of branches. The adoption of this report without change would spell a virtual revival of the Second Bank of the United States, the legality of whose charter had always been questioned by Tyler, and so Rives of Virginia, Tyler's leading supporter in the Senate, offered as an amendment the clause in Ewing's plan which provided for the assent of the states to the establishment of branches, but this amendment was promptly defeated, and instead Clay on July* 27 *offered an amendment to his own bill which provided that the "assent of states would be necessary for the establishment of branches of the bank; but such assent was to be presumed in respect to any state whose legislature at its first session after the passage of this act, did not unconditionally express assent or dissent to the establishment of its branch within its limits." This amendment was adopted by the Senate by a vote of* 25 *yeas to* 24 *nays and thus amended passed that body on July* 28*th by a vote of* 26 *yeas to* 23 *nays.*

To the Honorable, the Judge of the Sangamon county circuit court, in chancery sitting—

Humbly complaining sheweth unto your Honor, your orators, William B. Preston and Elizabeth Preston, that some time prior to the year A. D. 1830. one Benjamin Vanimman being seized of the South East quarter of Section Nineteen, and the West half the South East quarter of Section Twenty, both in Township Seventeen North of Range Four West of the Third Principal Meridian, and situate in the county of Sangamon, and State of Illinois, sold the same to one Nathan Hussey and gave the said Hussey a title bond therefor; and that the said Vanimman then removed to the state of Ohio; that afterwards the said Nathan Hussey sold the same lands or a part or parts thereof, to

one Christopher Hussey, who paid the said Nathan the consideration therefor, and that the said Nathan agreed that the lands so sold to the said Christopher should be conveyed by the said Vanimman directly to the said Christopher; and also made a note or memorandum to that effect upon the said bond, and delivered the said bond to the said Christopher. Your orators further charge, that in pursuance of said sale to the said Christopher, he, the said Christopher, took possession of, and removed upon said lands, and resided therein and continued to improve the same until his death. Your orators further charge that after said sale to the said Christopher, and before his said death, one William Hussey went into the state of Ohio, taking with, by the consent and direction of both the said Nathan and Christopher, the aforesaid title bond, and procured the said Vanimman to execute and deliver to him a deed of conveyance, conveying the said lands or the part or parts thereof sold to the said Christopher as aforesaid, to the said Christopher; but that before the return of the the said William to Illinois, the said Christopher died; and that on the said William's return, the said Nathan, with the knowledge of the said William, procured the aforesaid deed to be concealed, cancelled, or destroyed, and afterwards procured the said Vanimman to convey said lands by a deed of date December 17th 1830, to him the said Nathan. Your orators further charge that afterwards the said Nathan conveyed the same lands to the said William, by a deed of date, January 21st 1835. Your orators further charge that the said Elizabeth was the lawful wife of the said Christopher Hussey, before and at the time of his death, and that she now is the lawful wife of the said William B. Preston; and that the said Christopher died without any child or children. Your orators further charge that the said Elizabeth was, at the time of the decease of the said Christopher, and has ever since remained entitled in equity to the one undivided half of the lands, sold to the said Christopher as aforesaid, in fee simple, together with the rents, issues, and profits thereof; but that the said Nathan and William, have, during all that time, one or the other, or both kept possession of the same, and appropriated the use and profit thereof to their own benefit, and have all that time neglected, and still do neglect to convey said lands or any part thereof to the said Elizabeth— All of which actings and doings of the said Nathan and the said William are contrary to equity and good conscience, but in so much as your orators are without remedy at the common law, they pray that the said Nathan Hussey and the said William Hussey be made defendants to this Bill, that the People's Writ of

Subpoena issue notifying them of the pendency of the same; and that they be required to answer separately, upon their several corporal oaths, all and singular the allegations of this Bill, and particularly whether the said Nathan sold the said lands or any part of them, to the said Christopher, and if part, what part—Whether the said Christopher paid either him, the said Nathan, or any other person or persons for him, for the said lands, either in whole or in part, and either in money or property or parts of both, or otherwise howsoever; and if so; whether the whole or only part of the consideration was paid, what the whole consideration was to be, how much was paid, when, how, and to whom; whether the money received by the said Christopher of one Stephen Stone for land sold him by said Christopher was not paid to the said Nathan, or to some other person for him, on account of the lands aforesaid, and if not, whether they or either of them know what became of said money, and if so, what. Wheth[er the] said Vanimman executed a deed conveying said [lands or] part thereof to the said Christopher; and if [so what] became of said deed; whether said deed is still in [ex]istence, and if so, where, and in whose possession—and if such deed has been surrendered or destroyed, to whom surrendered, by whom surrendered, by whose authority surrendered, by whom destroyed, by whose authority destroyed: And your orators pray that on a final hearing of this cause, your Honor will decree that the said defendants relinquish and convey to the said Elizabeth Preston, her heirs and assigns forever, the one undivided half of the lands [as]certained to have been sold by the said Nathan to the said Christopher as aforesaid, and that commissioners be appointed to make partition of the same, and to set apart by metes and bounds, to the said Elizabeth the one half thereof as aforesaid, and also that the said defendants be decreed to pay to the said Elizabeth the full value of the rents, issues and profits of, and of all damage done by cutting timber or otherwise howsoever, to, the one undivided half of the lands ascertained to have been so sold to the said Christopher, from and after his death until the rendition of such decree; and that your Honor will grant such other and further relief as equity may seem to require, and as in duty bound &c.

Logan & Lincoln, solicitors
for complainants—

William B. Preston &
Elizabeth Preston

vs } Bill—

Nathan Hussey
William Hussey—
Filed June 22. 1841
M. Eastham
pr J. H. Matheny

Let a Subpoena in Chancery issue in the above case.

Logan & Lincoln

DECLARATION BY LINCOLN IN THE SUIT OF HAY VS. BRYAN, SANGAMON CIRCUIT COURT, JUNE 28, 1841

(Herndon-Weik Collection)

Abraham Lincoln was responsible for the penning and wording of this declaration and quoted notes. The paper is a good example of his frequent use of extra spacing to set off certain words or phrases, in order to give greater clarity to the content of the document. The able lawyer fell into one grammatical error as he concluded the declaration, using the phrase, "and still do neglect and refuse." He had written, "still do neglected and refuse," but made the change giving meaning in these words, "the plaintiff still do neglect and refuse." It is an error rare in his papers, and not common with Lincoln. The cover notations were drawn by Lincoln with the exception of the filing date which is in the hand of Clerk Eastham. The original note is not in the hand of Lincoln but it shows that Hay's attorney did not copy the note exactly as originally framed although the content remained unaltered.

State of Illinois } ss Of the July term of the circuit court of
Sangamon county } said county in the year A. D. 1841

Nathaniel Hay plaintiff complains of Nicholas Bryan, defendant, in custody &c. of a plea of assumpsit in attachment: For that whereas the said defendant heretofore towit, on the second day of November in the year of our Lord one thousand eight hundred and thirtynine, at the county aforesaid, made his certain

promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay, nine months after the date thereof, to the said plaintiff or order, the sum of one hundred and fifty dollars, and if not punctually paid, to draw interest at the rate of twelve per cent per annum from date, for value received, and then and there delivered said promissory note to the said plaintiff, by means whereof, and by force of the statute in such case made and provided, the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note, and being so liable, he the said defendant, in consideration thereof, afterwards, towit, on the day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect thereof—

And whereas also afterwards, to wit. on the first day of March in the year of our Lord one thousand eight hundred and fortyone at the county aforesaid, the said defendant was indebted to the said plaintiff in the further sum of fifty dollars for bricks, before that time, by the said plaintiff, sold and delivered to the said defendant, and being so indebted, he the said defendant, in consideration thereof, afterwards, towit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said plaintiff, the said last mentioned sum of money when he should be thereunto afterwards requested—

Yet the said defendant (although often requested so todo) hath not as yet paid to the said plaintiff the said several sums of money aforesaid, or either of them, or any part thereof, but so to do, hath hitherto wholly neglected and refused, and still do neglect and refuse: to the damage of the said plaintiff of three hundred dollars, and therefore he brings his suit &c.

Logan & Lincoln p. q.

(Copy of note sued on)

"$ 150.

Nine months after date I promise to pay to Nathaniel Hay or order one hundred and fifty dollars, and if not punctually paid to draw interest at the rate of twelve per cent per annum from date, value recd Witness my hand this 2nd day of November A. D. 1839

Nicholas Bryan"

(Copy of account)

1841
March 1st Nicholas Bryan
To Nathaniel Hay Dr
To Bricks, sold and delivered— $50.00

BILL TO FORECLOSE DRAWN BY LINCOLN IN THE SUIT OF ROGERS VS. FRANCIS AND OTHERS, SANGAMON CIRCUIT COURT, JUNE 29, 1841

(Herndon-Weik Collection)

Clerk Eastham penned the date of filing, but all other handwriting in this bill and upon the cover is the work of Lincoln. One feature of these early documents of 1837-1842 *is the constant use of the old style, "ss" used by Lincoln. His first "s" was the old style similar to the modern "f," and the second "s" was that of present day writing. The conclusion of the document reveals that Lincoln could err at times, and overlook the fact that he had confused his client, and the judge in the case. The phrase, "and that your orator will grant such other and further relief," occurring in the next to last line of the document is an example of this shortcoming. It is interesting to notice that Lawyer Lincoln obtained judgments for the two Kerrs, Neff, Wanton & Co., Throckmorton and Everett, and Rowland, Smith & Co. against Francis, and now asked upon the part of Rogers that they be made defendants to the bill. The case was not contested by Francis, and upon December* 3, 1841, *the court awarded Matthew Rogers the lands which he prayed might be decreed to him in discharge of the notes he held against Francis & Sanford. Attorney Lincoln represented Rogers in court.*

To the Honorable the Judge of the Sangamon circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor, your orator Matthew Rogers that on the seventh day of April in the year of our Lord one thousand eight hundred and thirtyseven one Josiah Francis executed a certain mortgage deed by which he conveyed to your orator a certain tract or parcel of land situate in the county of Sangamon and state of Illinois, known and designated as follows, towit: Beginning at the corner of Main and Jefferson streets South East quarter of the town of Athens; running thence South with Main Street seventyfive feet, thence East through Lots No three and two to the half section line; thence with said line

North seventyfive feet, thence West with Jefferson street to the Beginning, to secure the payment of seven several promissory notes, payable by the said Francis to your orator, each for the sum of two hundred and fifty two dollars and fifty cents, the first to become due one year after the date of the said mortgage deed, and one other to become due at the end of each successive year thereafter, and all to bear interest at the rate of twelve per cent per annum after due until paid; which mortgage deed has been duly recorded in the Recorders office for Sangamon county, having been filed in said office for recording on the 14th day of April AD. 1837, all of which will more fully appear by reference to said mortgage deed, which will in due time be filed, marked (A) and it is prayed that it be taken and considered as part of the Bill.

Your orator further states that the aforesaid notes have not been paid; and that the mortgaged premises are inadequate in value for the payment of the same—

Your orator further states that there are in the Sangamon circuit court, against the said Josiah Francis, the following judgement, towit: one in favour of Antrim Campbell; one in favour of George W. Norris and Cornelius E. Beatty; one in favour of Stuart, Smith and Ames; one in favour of John Kerr, and Augustus Kerr; one in favour of Avis Throckmorton and Isaac Everett; two in favour of George R. Gaither, Joseph D. B Matthews, Lancaster Ould, and Remus R. Ould; one in favour of John R. Neff, George W. Neff, William R. Wanton, and Charles N. Patterson, and one in favour of Thomas G. Rowland, Alan O. Smith, and George J. Rowland; all of which judgment credit[ors] together with the said Josiah Francis, your orator prays may be made defendants to this Bill—

He also prays that the People's writ of subpoena may issue for the said defendants, and that they be required to answer &c. and that on a final hearing of this cause your Honor will decree that the equity of redemption of the said defendant Francis, in and to the lot or parcel of land above described, be forever barred and foreclosed, and that your orator be decreed to take said tract or parcel of land in full discharge of all indebtedness upon the notes aforesaid;— But in case your Honor shall not deem it proper to render the decree aforesaid, your orator prays that the equity of redemption of said defendant Francis, in and to the lot or parcel of land above described, be forever barred and foreclosed and that the same be sold to pay and satisfy the debt aris-

ing upon the notes aforesaid—and further, that the said defendant Francis be decreed to deliver the possession of the premises aforesaid to your orator or to the purchaser thereof as the case may be; and that your orator will grant such other and further relief as equity may seem to require, and as in duty bound &c.

Logan & Lincoln, solicitors
for Complainant

Matthew Rogers
vs
Josiah Francis & others—
Filed June 29. 1841
M. Eastham
pr J. H Matheny

Let a subpoena in chancery issue for the defendants in this case—

Logan & Lincoln—

CHAPTER II

LINCOLN IN THE YEAR 1841 (CONCLUDED)

ABSTRACT IN THE SUIT OF MALLERY VS. ELKIN, UNDATED BUT PROBABLY JULY, 1841, SANGAMON CIRCUIT COURT

(Herndon-Weik Collection)

Points number 1 *and* 2 *in the abstract here reproduced are mainly the work of Abraham Lincoln, but contain a few amendments penned by Judge Logan. The senior partner wrote these words in changing the phraseology of the first two points, "Satisfied from the evidence," "money won by gaming at cards," and "for payment of money or property." The last two points are entirely the work of Judge Logan's pen.*

1st

The court instructs the jury that if they are satisfied from the evidence the note in question was given for money won by gaming at *cards,* they are to find for the defendant; and that it is not necessary for any witness to have sworn *positively* as to the identity of the note—

2) That in absence of proof to the contrary they are to presume that notes for the payment of money or property are valuable things—

3) That circumstantial testimony is competent to establish the identity of the note if they are satisfied, from the circumstances proved, of its identity

4th That it is not necessary in such a case as this to establish the facts as in a criminal case or prosecution for a penalty *beyond a doubt* but it is sufficient if they are satisfied of the facts from the evidence—

ASSIGNMENT OF JUDGMENT IN THE SUIT OF LANGFORD VS. HERNDON, SANGAMON CIRCUIT COURT, AUGUST 4, 1841

(Herndon-Weik Collection)

This assignment was signed by Langford, and appears to be

in the hand of Bledsoe, but such a fact is not conclusively evident in the penmanship. There is no penmanship of Lincoln, but the paper is a part of a suit in which he acted as counsel, and deserves inclusion in the history of his legal works. It will be seen that Lincoln lost this case, in which the declaration was filed by Baker and Bledsoe upon July 27, 1841.

In addition to those already noted, the course of the month of June, 1841, *was attended by several events of present or future meaning for Abraham Lincoln of Springfield. Thus he read in due course that on June* 21, *President Lamar, bent upon extending the jurisdiction of Texas to the Rio Grande, from a point near Austin, had dispatched an expedition of* 270 *men having Santa Fe for its objective. This expedition after a* 600*-mile advance across a desert infested with Indians, an advance attended by hardship and death, reached the neighborhood of Santa Fe only to be captured, two of its members executed and the others condemned to long confinement in Mexican prisons. All in all a costly and useless sacrifice, but news of it was angrily discussed, especially in the South and West, and helped to make annexation a dominant issue soon to become a decisive factor in Lincoln's political career.*

On June 25, 1841, *Winfield Scott, after long and impatient waiting, became senior general of the army, and he still held that post when in* 1861 *he was called upon, now and again with disappointing results, to help shape the military policy of the Lincoln Administration. Again, among the members of the West Point class of* 1841 *were John F. Reynolds and Horatio G. Wright who twenty odd years later were to win honored places among the fighting generals of the Army of the Potomac. Finally on the last day of June,* 1841, *the first passenger train made a trip on the Erie—a herald of the era just at hand when the railroads would contribute mightily to the growth of the West and to the army of voters who in* 1860 *were to make Lincoln President. And also on this last day of June in a memorable year lion-hearted Theodore D. Weld from a New Jersey farm wrote Gerrit Smith that he had recovered his lost voice and was about to speak out again in behalf of the bondmen of the South whose numbers during the decade that ended in* 1840 *had grown to a trifle less than two and a half million souls.*

State of Illinois } In Circuit Court of
Sangamon County } said County of July
Term A D. 1841.

James P. Langford
v) debt
William H. Herndon

I hereby assign the judgment rendered in the above entitled suit in my favor to Baker & Bledsoe for value received

This 4th day of Aug. 1841.

J. P Langford

James P Langford
vs
Wm H Herndon

Filed Aug 4. 1841
M. Eastham
pr James H Matheny

SUMMONS DRAWN BY LINCOLN IN THE SUIT OF WEST & TAYLOR VS. SHARP & ANDERSON, SANGAMON CIRCUIT COURT, JULY 3, 1841

(Herndon-Weik Collection)

The summons here reproduced was a printed form, which was filled in by the clerk. Abraham Lincoln wrote the following contribution to the document, "Executed the within summons by reading it to the within named defendants, Powel H. Sharp and James C. Anderson this—day of July A. D. 1841*—Sheriff of Macoupin county—." The word, "Sixteenth," preceding "day" was in another hand than that of Lincoln, as is all the other writing in relation to the summons. It will be noted that Lincoln wrote, "Powel H. Sharp," whereas Eastham penned it "Powell H. Sharp."*

The People of the State of Illinois,

To the Sheriff of Macoupin County—Greeting:

You are hereby commanded to summon Powell H Sharp and James C Anderson to be and appear before the Circuit Court of Sangamon County, on the first day of next term, to be holden at Springfield, on the fourth Monday in the month of July Inst to

answer to Benjamin West and Nancy W Taylor Executor and Executrix of the Last will and testament of Francis Taylor deceased in an action of Trespass on the case upon promise— Damages $500—

And have you then and there this writ.

(Seal)
Sangamon County
Circuit Court
Ills 1818

WITNESS, M. Eastham, Clerk of our said Court, at Springfield, this Third day of July A. D. 1841

M Eastham Clerk.
pr James H Matheny D. C.

Executed the within summons by reading it to the within named defendants, Powel H. Sharp and James C. Anderson this Sixteenth day of July A. D. 1841—

Serving on each 50 .....$1.00
Travell 28 Mile 1.75
Ret writ 13
$2.88

B. T. Burke
Sheriff of Macoupin county—

Benjamin West &
Nancy W Taylor
vs } Sums
Powell H Sharp &
Jas C Anderson

To July Term 1841

DECLARATION AND PRAECIPE DRAWN BY LINCOLN IN THE SUIT OF WEST & TAYLOR VS. SHARP & ANDERSON, SANGAMON CIRCUIT COURT, JULY 3, 1841

(Herndon-Weik Collection)

The declaration, praecipe, quoted note and cover notations while Eastham has scrawled his characteristically poor pen-

manship to give the day of filing. The name Powel at the beginning of the declaration seems to contain a double "l," but this was either blotted out, or crossed out by Lincoln. He spelled the name as Sharp signed it in the original note, "Powell H. Sharp," and as Lawyer Lincoln used this spelling upon all other occasions in the documents in this case, it appears that he was correct in listing the defendant as "Powell H. Sharp." Lincoln obtained a judgment upon July 29, 1841 *of* $159.70 *for his clients, Benjamin West and Nancy Taylor. The clerk delivered the execution directed to the sheriff of Macoupin county upon December* 8, 1841.

State of Illinois } ss
Sangamon county } Of the July term of the circuit court of said county A. D. 1841

Benjamin West and Nancy W. Taylor, Executor and Executrix of the last Will and Testament of Francis Taylor deceased, plaintiffs, complain of Powell H. Sharp and James C. Anderson, defendants, being in custody &c. of a plea of trespass on the case upon promises: For that whereas the said defendants, together with one David Batterton since deceased, heretofore, and in the lifetime of the said Francis Taylor since deceased, towit on the thirtyfirst day of March in the year of our Lord one thousand eight hundred and forty, at the county aforesaid, made their certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay, on the twentyfifth day of December in the said year of our Lord one thousand eight hundred and forty to the said Francis Taylor or order the sum of two hundred and fourteen dollars and fifty cents, to bear interest at the rate of six per cent (per annum, meaning) from the date of the said promissory note until it should become due; and if said promissory note should not be paid when it became due, then it was to bear interest at the rate of twelve per cent per annum from the time it became due until it should be paid, for value received, and then and there delivered the said promissory note to the said Francis Taylor; by means whereof, and by force of the statute in such case made and provided, they the said defendants, then and there became liable to pay to the said Francis Taylor, in his life time, since deceased, the said sum of money in the said promissory note specified, according to the tenor and effect of the said note; and being so liable, they the said defendants in consideration thereof, after-

wards, towit, on the day and year aforesaid at the county aforesaid, undertook, and then and there faithfully promised the said Francis Taylor, in his lifetime, to pay him the said sum of money in the said promissory note specified according to the tenor and effect of said note— And the said plaintiffs aver that they reside in the said county of Sangamon; and that the cause of action aforesaid accrued in the said county of Sangamon—

Yet the said defendants (although often requested so to do) have not, nor has the said Batterton, since deceased, as yet paid the said sum of money in the said promissory note specified, or any part thereof, either to the said Francis Taylor, in his lifetime, or to the plaintiffs since his death, or otherwise howsoever; but so to do, have hitherto wholly neglected and refused, and still do neglect and refuse— To the damage of the said plaintiffs of the sum of five hundred dollars, and therefore they bring their suit &c. And the said plaintiffs bring into court here the letters testamentary of the said Francis Taylor deceased, whereby it fully appears to the said court here, that the plaintiffs are Executor and Executrix of the said last Will and Testament of the said Francis Taylor deceased, and have the execution thereof &c

Logan & Lincoln p. q.

Benjamin West and Nancy W. Taylor Executor and Executrix of the last Will and Testament of Francis Taylor deceased—	
vs.	Trespass on the case upon
Powel H. Sharp & James C Anderson	promises— Damage $500—

The clerk of the Sangamon county circuit court will issue process in the above cause, returnable to the next term of said court and directed to the Sheriff of Macoupin county.

Logan & Lincoln p. q.

(Copy of Note Sued on)

"$214 50/100

For value received we or either of us promise to pay Francis Taylor, or order, the sum of two hundred and fourteen dollars and fifty cents, on the 25th day of December A. D. 1840, to bear interest at the rate of six per cent from date until it become due,

and if it be not paid when it become due, then to bear twelve per cent interest from that time until paid.

March 31st 1840

Powell H Sharp
James C. Anderson
David Batterton"

Sharp's note
$215 50/100
Recd. Jany 30 1841 Seventy five dollars—
Francis Taylor

Taylor's Executors
vs } Decln & Precipe
Sharp & Anderson
Filed July 3. 1841
M Eastham
pr J H Matheny

PETITION DRAWN BY LINCOLN IN THE SUIT OF OPDYCKE VS. DURHAM AND FRANCIS, SANGAMON CIRCUIT COURT, JULY 6, 1841

(Herndon-Weik Collection)

It is difficult to tell from the microfilm arrangement of the Herndon-Weik Collection, if Abraham Lincoln wrote, and then re-wrote the petition in this case, or if the original note was mistakenly placed over the petition at a point beginning with the words, "jointly and severally promise to pay S. B. Opdycke." These words are almost obscured in the first petition, and at this point the original note in a hand other than that of Abraham Lincoln appears. The beginning of the petition and all material up to the point of the original note were penned by Lincoln. The seeming second copy of the petition is completely in the hand of Lincoln, with the exception of the notation upon the re-assessment of the damages. The cover notations are in his handwriting, with the usual exception of the date of filing in the hand of the clerk. It will be seen that Lincoln took slight liberties in his transcription of the original note, giving it a better punctuation than its author gave to it.

The first week of July, 1841, *was marked by two events charged with interest for Abraham Lincoln. On July* 5 *began*

the Dorr Rebellion in Rhode Island, a struggle that in the end was to enlarge the suffrage and speed the growth of democratic measures and point-of-view in many parts of the Union, while on July 6 in Washington, the Senate by a vote of ten to thirty-eight, in which many Democrats joined with the Whigs, rejected the amendment proposed by Tyler's friend Rives to Clay's proposed bank bill, and so widened past mending the breach between the President and the imperious leader of the Whigs. Thereafter it was clearly recognized both in the Senate chamber and in the Springfield law office of Logan & Lincoln that there could be only one outcome to the contest between them.

State of Illinois:

Sangamon Circuit. Sct.

Stacy B Opdycke plaintiff states, that he holds a note on the defendants, Albert A. Durham, and Charles B. Francis, in substance as followeth

"$100

on or before the 23d day of December next we the first as principal and the other as surety, [jointly and severally promise to pay S. B. Opdycke]
$100

on or before the 23d day of December next we the first as principal and the other as surety jointly and Severally promis to pay SB Opdycke or order the sum of one hundred dollars with interest at the rate of twelve pr cent pr. annum until paid as witness our hands and seals Albert. A. Durham (Seal)
June 23d 1840

Int. 17.20 C B Francis (Seal)

Damages re-assessed Nov. Term 1844

Principal $100—

Int. 1 yr. 1 mo. 6 days 13.20

113.20"

State of Illinois:

Sangamon Circuit. Sct.

Stacy B Opdycke plaintiff states, that he holds a note on the defendants, Albert A. Durham, and Charles B. Francis, in substance as followeth—

"$100

on or before the 23d day of December next we, the first

as principal and the other as surety, jointly and severally promis to pay to S. B. Opdycke or, order the sum of one hundred dollars with interest at the rate of twelve pr cent pr annum until paid, as witness our hands and seals— Albert A. Durham (Seal)
June 23rd 1840— C. B. Francis (Seal)

Damages re-assessed Nov. term 1844.
Principal $100—
Int. 1 yr. 1 mo. 6 days 13.20

113.20"

Stacy B. Opdycke
vs } Petition—
Durham & Francis
Filed July 6. 1841
M Eastham
pr J H Matheny

APPEAL DRAWN BY LINCOLN IN THE SUIT OF ENGLAND VS. CLARK, SUPREME COURT OF ILLINOIS, AN ACTION OF ASSUMPSIT FROM MENARD COUNTY, JULY 7, 1841

(Herndon-Weik Collection)

The appeal in this case was drawn by Lincoln but signed by his associate counsel, John D. Urquhart. The case in the lower court began with an action of indebitamus assumpsit on the part of England in order to recover from Clark the price of a horse sold to England by the sheriff under an execution which had issued on a judgment in favor of Clark. Afterwards a stranger brought an action of replevin, or suit to recover property wrongfully taken, against England, and took the horse from him. England then sued Clark for recovery of the money paid by him for the horse, and Clark filed a demurrer to the declaration of England. The case was heard by Judge Treat at the June, 1841, *term of the Menard circuit court, and the demurrer was sustained by the court.*

On appeal of the case to the Supreme Court of Illinois England was represented by Lincoln and Urquhart, and Baker and Bledsoe appeared for Clark. On July 7, 1841, *Urquhart, moved that a supersedeas be granted, and the motion was allowed on the*

following morning. The plaintiff in error was ordered to execute a bond with William G. Greene, Levi Summers and Joseph England as security, by a court ruling of July 13, 1841. *On December* 13, 1841, *Urquhart moved that the defendant be ruled to join in error by December* 20. *The case was argued on December* 28, *at which time the four attorneys appeared for their clients. Urquhart concluded the argument for England. The court took time to consider, and on March* 3, 1843, *ordered the case re-argued. On January* 18, 1844, *Urquhart began the re-argument of the case, and was answered the following day by Baker and Bledsoe. Lincoln concluded the arguments of the case on January* 19, 1844.

Justice Walter B. Scates handed down the opinion of the court on February 8, 1844. *He cited cases somewhat similar to the case but admitted the lack of authorities for it. He was of the opinion that England should have some remedy, but expressed no decided opinion. Nevertheless, he affirmed the judgment of the lower court, because of lack of precedent in favor of England. Chief Justice William Wilson felt that the error of the sheriff should not make Clark liable for the payment of monies years after the contract had been made. He felt that litigants must be protected against such errors by the court, and added that if England were permitted recovery, there would be no assurance to people that they were not to be held liable for recovery of monies after they had rightfully spent such monies, and had no means with which to repay. Like Justice Scates, he admitted lack of authorities, but felt that the judgment of the lower court must be affirmed. For a report of this case, see* 5 *Illinois* 4 *Scammon,* 486-494.

George England
vs
Henry Clark

In the Supreme court for the state of Illinois—
Error to Menard—

And now comes the plaintiff and says that in the Record and proceedings aforesaid, there is manifest error in this towit

First: That the judgement of the court below ought to have been for the plaintiff—

Second the court below erred, in sustaining the defendants demurrer to the plaintiffs declaration

Urquhart p q.

Joinder in error, in Short, by consent.

Baker & Bledsoe
urquhart— p. q

SUPERSEDEAS IN THE SUIT OF ENGLAND VS. CLARK, JULY 7, 1841

(Herndon-Weik Collection)

This petition for a supersedeas appears to be in the hand of Urquhart, but is included in the works of Lincoln, as a part of a Supreme Court case which was not settled until January 18, 1844.

To the Honorable the Justices of the Supreme Court of Illinois now sitting: Your petitioner George England respectfully sheweth. That heretofore To Wit on the day of October A D 1840 he instituted an action of assumpsit in the circuit court of Menard County, in the State of Illinois vs one Henry Clark of said County. to which action the defendant appeared by Counsel at the November Term A. D. 1840 of said Circuit Court and filed a general Demurrer to which there was a joinder, and at the June Term 1841 of said Court, a judgment was pronounced sustaining said demurrer all which will at large appear by reference to the accompanying transcript of the record of the said suit hereto annexed: Your petitioner is advised that there is Error in said judgment in this 1st that the declaration was good & sufficient in law— and not obnoxious to a general Demurrer— That the facts set forth in said declaration furnish a good, and substantive cause cause of action, and being admitted by the demurrer, the judgment should have been for the plaintiff in the action, and not for the defendant. For the foregoing causes your petitioner respectfully prays a writ of error to operate as a supersedeas, and that further proceedings on said judgment be stayed till the final decision of this Court— as in duty bound will pray

George England
by Lincoln & Urquhart
his attorneys

Of the July Term of
the Supreme Court of
Illinois. A. D. 1841

COMPLAINT DRAWN BY LINCOLN IN THE SUIT OF BARRETT VS. FULTON ET AL, SANGAMON CIRCUIT COURT, JULY 14, 1841

(Herndon-Weik Collection)

The document here reproduced, and the notations upon the cover are in the hand of Lincoln, with the following excep-

*tions: the signatures of the clerk and Matheny, the date filed, and the words, "March T-*1843." *The defendants, Hannah Fulton et al, were residing out of the state at this time. The case was decided finally upon March* 30, 1843, *at which time the court awarded the ownership of the lots contended for to Richard F. Barrett, the client of Logan & Lincoln. Barrett was a member of the Whig state central committee in* 1840 *serving with Abraham Lincoln, Dr. Anson G. Henry, Edward D. Baker, and Joshua Speed. The James Adams referred to seems to have been the doughty general with whom Lincoln contended more than once. Samson appears to be the Samson of the Sampson Ghost letters. The consistent mis-spelling of "Sampson," and then re-writing it as "Samson" might be explained by the fact that Lincoln later changed the name throughout the document. The correct spelling in his version of the name is given at the very conclusion of the document, where he crosses out "samp" and on the same line gives "Samson." It may be that he erred throughout in the spelling of "Samson" as Sampson," but it does not appear likely that he did so.*

To the Honorable the judge of the Sangamon circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator Richard F. Barrett, that some time prior to the first day of March in the year of our Lord one thousand eight hundred and twenty-six, one John Taylor being seized of a certain tract of land adjoining the town of Springfield in the county aforesaid, procured the same, or a part thereof, to be surveyed and laid out into town lots designating the land so laid out "Taylor's addition to the town of Springfield;" & that your orator believes, from a thorough examination of the Records in the Recorders office of said county and from other circumstances that no plat of said survey has ever been recorded— He further states that on the 25th day of March A. D. 1826 the said Taylor conveyed by a deed duly executed, Lot number *Three* in Block number *One* in his said addition to one Andrew Samson referring in said deed to the survey aforesaid that afterwards and on the 6th day of December A. D. 1826, the said Taylor conveyed by a deed duly executed the same lot number Three in said addition, without referring to any Block to one Edward Mitchell referring in said deed as before to the survey aforesaid; that said Mitchell afterwards on the 18th of April A. D. 1827 in like manner conveyed said lot to one Valentine Brown; that the said Brown, afterwards

and on the 6th day of February A. D. 1831, in like manner conveyed said lot to one Adam Trumbe; that said Trumbe afterwards, and on the 14th day of May A. D. 1834, in like manner conveyed said lot to one William L. May; and that said May afterwards, and on the 1st day of November A. D. 1839 in like manner conveyed said lot to your orator, and the deeds in all which cases are duly recorded in the Recorders office in the county aforesaid—

Your orator further states that some time in the month of July A. D. 1833 a resurvey of "Taylor's addition to the town of Springfield" was made and a plat of said re-survey was on the 15th day of August in the said year, duly recorded in the Recorders office of the county aforesaid—

Your orator further states that he has no means of determining whether the said re-survey corresponds with the said original survey except the fact that in the deed from Taylor to Samson reference is made to Block No One in said original survey, whereas the said re-survey has no numbering of, or reference to a Block or Blocks whatever; nor has he any means of determining whether the lot conveyed to Samson as described in the deed as Lot Three in *Block One* in Taylors addition to the town of Springfield, whereas the one conveyed to Mitchell is described in the deed as Lot Three in Taylor's addition, without any reference to a Block or Blocks— But however this question of identity may have rested according to the original survey, it is certain that the lot conveyed to Samson and that conveyed to Mitchell, are one and the same according to the recorded plat of the said resurvey—there being but one lot numbered "Three" on the whole plat— Your orator further states that Lot number Three according to the recorded plat of the said re survey is the identical spot of ground intended by the said Taylor and Mitchell to be conveyed to said Mitchell by said Taylor; and that it is not the identical spot, or any part thereof, intended by said Taylor and Samson to be conveyed to said Samson by said Taylor, and that if by the said original survey, the lot conveyed to Samson was identical with Lot number Three according to the re-survey, then said conveyance of said lot to the said Samson originated in a mistake, and was contrary to the intention of both parties to the same—

Your orator states that said lot number Three, according to said re-survey is now in his possession or that of those under whom he holds and that the same has never been in the possession

of said Samson or any person or persons holding under him; but that one James Adams professing to hold under the said Samson and under the conveyance of the said Taylor to the said Samson is now, and for a long time has been in possession of Lots One and Two according to the re survey aforesaid, these being *two* lots conveyed to said Samson by said Taylor in the same deed aforesaid— Your orator further states that after the making and recording of the plat of the resurvey aforesaid, and some time in the year A. D. 1836, the said John Taylor for the expressed consideration of the sum of fifty dollars conveyed to the said James Adams, by a quit claim deed, the said lots numbered One and Two, according to the said re-survey; and which said Lots your orator states embrace the identical spot of ground and that only intended by the said Taylor and and Samson to be conveyed to said Samson by said Taylor, in the deed to him aforesaid.

He also states that the said Andrew Samson long since, to-wit, on the day of A. D. died leaving Hannah his sister and only heir at law, who is married to one, Alexander Fulton He further states that, because of the premises aforesaid, he is apprehensive that he shall be disturbed in the quiet possession and enjoyment of the said Lot number Three, according to the re-survey aforesaid. He therefore prays that said Hannah Fulton and the said Alexander Fulton her husband; and also the said John Taylor and James Adams be made defendants to this Bill; that the People's writ of Subpoena issue for them; and that they be required to answer on their several corporal oaths all and singular the allegations of this Bill; that the said John Taylor be required to answer particularly whether the said Lot number Three in the re-survey aforesaid is not the identical piece of ground intended to be conveyed to the said Mitchell; whether the said Lots One and Two, in the re-survey aforesaid, are not the same and the only lots intended to be conveyed by him to the said Samson by the deed aforesaid to the said Samson; whether there ever was a plat made of the said original survey of "Taylor's addition to the town of Springfield"; and if there was, what has become of the same; whether the said re-survey corresponds with the original survey and if it does not, why was the plat changed; whether at the time he conveyed said Lots One and Two to said Adams, in 1831, the said lots were not worth ten or twentyfold the sum expressed in said deed. as being the consideration paid by said Adams for them; and if so,

what was his reason for conveying them for so much less than their value; whether at the time he conveyed said lots to said Adams, he did not well know that he had before sold the same ground to the said Andrew Samson and conveyed it to said Samson as understood and intended by said Samson and himself; and if so, why did he afterwards sell said Lots, knowing them not to be his own, to the said Adams—Your orator prays that in case an original plat of the original survey aforesaid, be in the possession or at the control of the said Taylor, he be required to produce and file it with his said answer— He also prays that the said Adams be required to answer particularly, whether he does not hold possession of the said Lots One and Two, according to said resurvey; professedly by a lease from said Samson; and if so, why did he procure the said Taylor to convey the said Lots to him, the said Adams, when he knew them in equity to belong to said Samson, or his heirs; and that he answer all the questions herein before particularly propounded to the said Taylor, so far as his knowledge will enable him so to do—

He further prays that on a final hearing of the cause your Honor will decree, that the original survey be reestablished; and the said resurvey, annulled and set aside; and that each and all of the said defendants be decreed to relinquish to and in favor of your orator all their respective rights, titles, and interests, in and to the said Lot Three, according to the said resurvey, and that your Honor will grant such other and further relief as equity may require, and as in duty bound &c.

Logan & Lincoln for
Complainant

Richard F. Barrett

vs. } Bill in chancery

Hannah Fulton
Alexander Fulton
John Taylor &
James Adams—
Filed July 14, 1841
M Eastham
J. H. Matheny

Let a Subpoena in chancery issue in this case.

Logan & Lincoln for
Complainant

March T-1843

PETITION IN THE SUIT OF LOGAN VS. PAYNE, SANGAMON CIRCUIT COURT, JULY 14, 1841

(Herndon-Weik Collection)

This petition is entirely in the hand of Lincoln. The original note and the assignment to Logan are included for comparison of Lincoln's use of them in petition and not as a work of Lincoln's. They represent the basis of the suit. The date of filing was penned by Eastham and signed by him for Matheny and himself. The other cover notations are from the pen of Lincoln.

State of Illinois

Sangamon Circuit Sct.

Stephen T. Logan plaintiff, states that he holds a note on the defendant John C. Payne in substance as followeth:

"$344.19 Berlin, July 6th 1840

Twelve months after date I promise to pay Seth M. Tinsley or order three hundred and forty four 19/100 Dollars with interest from date until paid at the rate of twelve per cent per annum until paid. Value received

Jn. C. Payne"

on which is the following assignment towit

"Pay to S. T. Logan July 10th 1841

S. M. Tinsley"

whereby the plaintiff hath become the proprietor thereof of which the defendant hath had due notice, Yet the same debt remains unpaid; wherefore he prays judgment for his debt and damages for the detention of the same together with his costs—

Stephen T. Logan

"$344.19 Berlin July 6th 1840

Twelve months after date I promise to pay Seth M. Tinsley or order Three hundred and forty four Dollars with interest from date until paid at the rate of twelve per cent per annum until paid Value received—

Jn. C. Payne"

Mortgage on Land to

Secure payment recorded
J. C. Payne
$344.19/100

} Int. 42.72

Pay to S T Logan
July 10 1841—
S. M. Tinsley
Stephen T. Logan

vs } Petition

John C. Payne—
Filed July 14, 1841
M Eastham
pr J. H Matheny

DECLARATION DRAWN BY LINCOLN IN THE SUIT OF PORTER & DURHAM VS. BRADLEY & BRENHOLTS, SANGAMON CIRCUIT COURT, JULY 16, 1841

(Herndon-Weik Collection)

Here Attorney Lincoln again used the abbreviation, "Narr" for "Narratio" meaning declaration. The declaration and the quoted bill for lumber are in his handwriting, as are the cover notations, with the exception of the date of filing, which was penned and signed by the clerk. Lincoln forgot a double "tt" in "omitted," using "omited," one of his mistakes or possible oversights. One of the plaintiffs, William Porter, was known to Lincoln from his days in New Salem. He was a Whig politician of local note, serving on the Sangamon county committee in November, 1841 *and as one of a committee of three to endorse Duncan for governor, the two other members being Abraham Lincoln and Simeon Francis, the Springfield editor. The case was considered July* 30, 1841, *and dismissed upon motion of the plaintiffs. Attorney Lincoln was counsel for the plaintiffs.*

The day of the filing by Lincoln of the declaration of Porter & Durham, July 16, 1841, *another lawyer of mark, William Maxwell Evarts, born and reared in New England, began practice in New York, where he was quickly to attain eminence, and, after the death of Charles O'Conor in* 1884, *to be for a score of years the undisputed leader of the city's bar. Mr. Evarts first had a part in the fortunes of Lincoln, when at the Republican national convention of* 1860 *as a leading supporter of William H. Seward, he moved the unanimous nomination for the*

Presidency of the man from Illinois. The two were often in conference during the Civil War period, and when an unfriendly Congress undertook to impeach Andrew Johnson, it was Mr. Evarts who successfully defended Lincoln's successor and became his attorney-general. Eight years later he took an effective part in the decision of the disputed election of 1876 *in favor of Rutherford B. Hayes who made him his secretary of state. The last public service of Mr. Evarts was as senator from New York for a single term.*

State of Illinois } ss. Of the July term of the circuit
Sangamon County } court of said county A.D. 1841

William Porter and Albert A. Durham, plaintiffs, suing for the use of the said Durham, complain of Bradley and Jacob Brenholts, defendants being in custody &c of a plea of breach of covenant: For that whereas heretofore, towit on the first day of January in the year of our Lord one thousand eight hundred and fortyone, at the county aforesaid, by certain Articles of Agreement then and there made between the said plaintiffs (said Porter signing his name thereto "Wm Porter") on the one part, and the said defendants (They signing their names thereto "Bradley & Brenholts") of the other part which said articles of agreement, sealed with the seals of the said plaintiffs and defendants, the said plaintiffs now bring here into court, the date whereof is the day and year aforesaid, the said plaintiffs covenanted to deliver to the said defendants, within four months from the date of said Articles of agreement ten thousand feet (of lumber meaning) monthly, at Springfield in distinct parcels; that is to say, first, the sheeting and plank. and second the beams and joists; and third the roof timbers; to be delivered on or near the Bank lot agreeably to the instructions of the said defendants; the said plaintiffs to furnish said lumber at their own expense, according to a bill written and attached to said Articles of agreement; and all to be of the best quality of oak square-edged, and clear of bad knots, and also clear of sap; and which said bill is as follows. towit.

"A. Bill of lumber for State Bank"

6000 feet of sheeting inch thick 1/2 edged 16 Long ft
4 beams 44 feet long 7 by 13-
4500 feet plank 2 inches thick 16 ft long
2 beams 37 ft. long 10 X 14

13	joist	16---	----			3 X 10
2	do	18				3 X 10
7	do	12				2 1/2 X 10
72	do	13				2 1/2 X 12
14	do	16				2 1/2 X 12
14	do	18				2 1/2 X 12
8	do	12				2 1/2 X 12
75	studa	24				2 X 8
60	do	7				3 X 4
65	do	8 1/2				4 X 6
8	plates	21				5 X 12
12	rafters	21	long	7 by 11	&	7 X 13
2	King posts	12				7 X 15
6	Queens	10				7 X 13
4	Braces	16				6 X 7
4	do	14				6 X 7
12	do	12				6 X 7
14	purlines	12				6 X 9
14	plates	12				4 X 9
32	Braces	12				3 X 4
10	do	12				4 X 5
128	Jack rafter	11 1/2 long				3 1/2 X 5

And the said defendants on their part, by and in the said Articles of Agreement, covenanted and agreed to pay the said plaintiffs for the said lumber at the following prices, that is to say, all that is marked on the bill, hewed, at ten cents per foot lineal measure, and all the joist and scantling at one and three quarter cents per foot board measure. All the inch and half plank at one and three quarter cents per foot board measure, and all the sheeting at one and three eighths cents per foot; and that they would, on delivery of each ten thousand feet of said lumber, pay to the said plaintiffs two thirds of the value of the same according to the prices aforesaid, reserving the remaining third as security on the contract until filled, and also reserving the right to reject such lumber as they the said defendants might deem contrary to the spirit of the said Articles of Agreement. All of which by the said Articles of agreement, reference thereunto being had, will more fully appear,— And the plaintiffs aver that they did, within the space of four months from the date of the said Articles of agreement, at their own expense, furnish and deliver to the said defendants, in Springfield, on or near the Bank lot agreeably to instructions of the said defendants, lum-

ber according to the bill aforesaid, and to the full amount thereof; and the whole of said lumber was of the best quality of oak, square edged, and clear of bad knots, and also clear of sap; and that the said defendants did accept and receive the same— The plaintiffs further aver that the item marked on said bill thus "4 beams 44 feet long 7 by 13"—and the item marked thereon thus "2 beams 37 ft. long 10 X 14" were of hewed timber, and were designed by the parties to be so marked upon said bill, but were negligently omited— And they further aver that the value of the said lumber, according to the prices aforesaid, amounts to the sum of one thousand dollars, and that the same is due, and still in arrear and unpaid: And so the plaintiffs in fact say that the said defendants (although often requested so to do) have not kept the said covenants so by them made as aforesaid, but have broken the same, and to keep the same with the said plaintiffs have hitherto wholly neglected and refused, and still do neglect and refuse— To the damage of the said plaintiffs of one thousand dollars, and therefore they bring their suit &c.

Logan & Lincoln p. q.

The paper herewith filed marked (A) is a copy of the said Articles of agreement and lumber bill

Porter & Durham

vs } Narr.

Bradley & Brenholts

Filed July 16. 1841

M. Eastham

pr. J. H. Matheny

DECLARATION IN THE SUIT OF SIMPSON VS. STOCKTON, SANGAMON CIRCUIT COURT, JULY 16, 1841

(Herndon-Weik Collection)

This long declaration, and all quoted notes and memoranda were penned by Lincoln. The cover notations, with the exception of the date of filing are also in his hand. He twice spelled the word, "description," as "discription," an error common to many of his legal papers. Lincoln uses the spelling "generall" in the third count against Stockton, in the phrase, "a gen-

erall warrantee deed to a certain tract . . .," whereas earlier in the document he uses "general," revealing that he knew the correct spelling of the word. In the fourth count, upon the delivery of corn, it is clear that Lincoln omitted the words, "to pay," after "said plaintiff" and before "him." While Lincoln was not infallible, and erred at times, such omissions are rarely found in his legal papers. In the sentence beginning with the words, "Yet the said defandant," there is a grammatical error in the phrase, "has not as not yet paid," probably overlooked by a busy attorney, in the rush of numerous legal papers. The word "suit," was evidently blotted out in the final paragraph, and this is indicated by the use of the "s" and the brackets.

It would seem that Lincoln was careless in this paper, but this is not characteristic of a meticulous man, nor are the slight errors representative of Lincoln. He outgrew them just as an Illinois politician of local note outgrew a local stature, and became a national statesman. Attorney Lincoln, in the first paragraph of the document, followed the words, "by means whereof," by the phrase, "and by force of the statute in such case made and provided," but crossed them out. Although the declaration in this case was filed in July of 1841, *it was not decided until March* 20, 1844, *when Stockton confessed his indebtedness.*

State of Illinois } s s Of the July term of the circuit court
Sangamon county } of said county A. D. 1841

Thomas Simpson plaintiff complains of George W. Stockton, defendant, being in custody &c. of a plea of Trespass on the case upon promises: For that whereas the said defendant, heretofore, towit, on the sixth day of July in the year of our Lord one thousand eight hundred and forty, at the county aforesaid made his certain instrument in writing, signing his name thereto "G. W. Stockton" bearing date the day and year aforesaid, and thereby then and there promised the said plaintiff by the style and discription of "The Simpson" to make to the said plaintiff a general warrantee deed to a certain tract of one hundred and sixty acres of land lying in Fulton county Illinois, and by his memorandun in writing on the back of said instrument signed "G..W.S.. then and there promised the said plaintiff that said deed should be made against the first day of December in the year of our Lord one thousand eight hundred and forty and the whole being for the consideration of one thousand dollars by the said

plaintiff to the said defendant then and there paid the receipt whereof is acknowledged by the said defendant by and in the said instrument in writing and the said defendant then and there delivered the said instrument in writing to the said plaintiff; and the plaintiff avers that although the said first day of December has long since elapsed, the said defendant had not then nor has he yet, made the said deed as aforesaid; by means whereof the said defendant became liable to pay to the said plaintiff the said sum of one thousand dollars together with legal interest thereon from the date of the said instrument in writing until paid and being so liable, he the said defendant, in consideration thereof afterwards towit on the said first day of December A. D. 1840, at the county aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of one thousand dollars together with interest as aforesaid, when he should be thereunto afterwards requested—

And whereas, also afterwards towit, on the twelfth day of August in the year aforesaid, at the county aforesaid, the said defendant in consideration that the said plaintiff then and there sold to the said defendant all the corn which the plaintiff had at the panther grove be it more or less at the price of fifty cents per barrel, and in consideration that the plaintiff then and there undertook to shuck and crib the said corn, the said defendant promised to pay the said plaintiff for the said corn, in good merchantable pork at the market price to be delivered at the said panther grove on or before the twentyfifth day of December in the year aforesaid; And the plaintiff avers that he had at the panther grove, at the time of the making of the said contract two thousand barrels of corn, and that he did in due time; and before the 25th day of December A. D. 1840, shuck and crib the said corn for the said defendant, and that the defendant did receive the same, yet the said defandant did not pay for said corn, by the delivery of good merchantable pork at the market price on or before the 25th day of December A. D. 1840 at the panther grove, nor has he paid for said corn at any other time or any other manner howsoever; by means whereof the said defendant became liable to pay to the said plaintiff the sum of one thousand dollars, and being so liable he the said defendant in consideration thereof, afterwards towit on the 25th day of December A. D. 1840— at the county aforesaid, undertook and then and there faithfully promised the said plantiff to pay him the said sum of one thousand dollars when he should be thereunto afterwards requested—

And whereas also, the said defandant, on the sixth day of July in the year of our Lord one thousand eight hundred and forty, at the county aforesaid, made his certain instrument in writing, signing his name thereto "G. W. Stockton" bearing date the day and year last aforesaid, and thereby then and there promised the plaintiff by the style and discription of "Thos Simpson" to make to the said plaintiff, a generall warrantee deed to a certain tract of one hundred and sixty acres of land in Fulton county Illinois, for the consideration of one one thousand dollars by the said plaintiff, to the said defendant then and there in hand paid; the receipt whereof is acknowledged by the said defendant by and in the said instrument in writing; and the said defendant then and there delivered the said writing to the said plaintiff; and the plaintiff avers, that although a long and much more than a reasonable time has elapsed, the said defandant has not yet made the said deed as aforesaid, by means whereof the said defendant became liable to pay to the said plaintiff the sum of one thousand dollars, and being so liable he the said defendant, in consideration thereof afterwards to wit on the day of A. D. 1841, at the county aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of one thousand dollars when he should be thereunto afterwards requested—

And whereas also afterwards, to wit, on the day of in the year of our Lord one thousand eight hundred and fortyone, at the county aforesaid, the said defendant was indebted to the said plaintiff in the further sum of one thousand dollars for a large quantity of corn before that time by the said plaintiff sold and delivered to the said defendant and at the special instance and request of the said defendant, and being so indebted, he the said defendant afterwards towit, on the day and year and at the place last aforesaid, undertook, and then and there faithfully promised the said plaintiff him the said last mentioned sum of money, when he should be thereunto afterwards requested—

And whereas also afterwards, towit on the day and year last aforesaid, at the county aforesaid, the said defandant was indebted to the said plaintiff in the further sum of one thousand dollars, for so much money before that time had and received of and from the said plaintiff by the said defendant, and at the special instance and request of the said defendant, in consideration thereof, afterwards, towit, on the day and year last aforesaid,

and at the county aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said last mentioned sum of money when he should be thereunto afterwards requested— And the plaintiff avers that he resides in the said county of Sangamon, and that all and each of the aforesaid contracts acrued in the said county of Sangamon—

Yet the said defandant (although often requested sotodo) has not as not as yet paid the said several sums or either of them. or any part thereof to the said plaintiff; but so to do has hitherto wholly neglected and refused, and still does neglect and refuse; to the damage of the said plaintiff of two thousand dollars, and therefore he brings his s[—] suit &c. Logan & Lincoln p. q.

(Copy of writing sued on)

"I the undersigned have recd. value for a certain tract of land from Thos Simpson the land lying in Fulton county, Illinois, in about 1 1/2 miles of Centerville the same upon which my father J. D. Stockton formerly lived & which Mr De vaughn now occupies containing one hundred and sixty acres & I hereby bind myself my heirs, executors & administrators to make sd Simpson a general warrantee deed to the same for the sum of one thousand dollars to me in hand paid the receipt of which is hereby acknowledged & given under my hand this 6th July 1840

G. W. Stockton"

(Copy of memorandum on the back of said writing)

"I am to make the deed against the 1st Dec. 1840

G. W. S."

(Copy of memorandum on the back of said writing)

"I am to make the deed against the 1st Dec. 1840

S. W. S."

(Copy of acpts sued on)

George W. Stockton

To Thomas Simpson Dr

1841. To corn sold and delivered $1000, (over)

To money had and received $1000—

Thomas Simpson

vs } Declaration

George W. Stockton

Filed July 16. 1841

M. Eastham

pr James H Matheny

AGREEMENT IN THE SUIT OF HART VS. PENNY AND COMPANY, SANGAMON CIRCUIT COURT, JULY 16, 1841

(Herndon-Weik Collection)

This agreement, like the other two in this case, is the work of Lincoln's hand. The word, "twelfth," as in the other papers, was not penned by him. Eastham, as in the other agreement, penned all cover notations.

It is agreed that all matters and suits pending in the Sangamon Circuit court, wherein Rhoda Hart, as Executrix of Moses Hart deceased, and Hiram Penny are parties, are to be dismissed at the cost of said Penny—

Witness our hands this twelfth day of July 1841

Hiram Penny — (Seal)
Benj. McElwain (Seal)
P L Harrison (Seal)
her
Rhoda X Hart executrix (Seal)
mark

R Hart & C
vs
Penny & Co

Filed July 16 1841
M. Eastham
pr J H Matheny

AGREEMENT IN THE SUIT OF HART ET AL VS. McELWAIN ET AL, SANGAMON CIRCUIT COURT, JULY 16, 1841

(Herndon-Weik Collection)

This agreement is from the pen of Lincoln, but as in the case of the agreement with Peyton L. Harrison upon the same date, the word, "twelfth," in the last sentence was not written by him. The cover notations are in the handwriting of Eastham. Lincoln ran ahead of himself, when he wrote, "are parties are to be," and then had to cross the words out, as they did not come until later in this agreement.

It is agreed that all matters and suits pending in the Sanga-

mon Circuit court wherein Rhoda Hart, as Executrix of Moses Hart deceased and Benjamin McElwain are parties, are to be dismissed at the cost of the said McElwain—

Witness our hands this Twelfth day of July 1841

Benjn. McElwain (Seal)
P. L. Harrison (Seal)
Hiram Penny (Seal)
her
Rhoda X Hart executrix (Seal)
mark

Rhoda Hart &c
vs } agmt
McElwain &c

Filed July 16 1841
M. Eastham
pr J H Matheny

AGREEMENT IN THE SUIT OF HART VS. HARRISON AND HOUGHTON, SANGAMON CIRCUIT COURT, JULY 16, 1841

(Herndon-Weik Collection)

This agreement was penned by Lincoln, and signed by the parties to the case. There is one slight exception, for the word, "twelfth," in the sentence, "Witness our hands this twelfth day of July 1841," *is in another writing than that of Lincoln. Clerk Eastham was responsible for all cover notations. As will be seen, this was one of the final steps in the case in which Rhoda Hart stirred up a diverse litigation, suing everyone and anyone. The fact that McElwain, P. L. Harrison, and Hiram Penny signed each of three agreements will show that these agreements related to the sale of land to these gentlemen as stated by Rhoda Hart in her bill in chancery of July* 3, 1838.

It is hereby agreed that all matters and suits pending in the Sangamon Circuit court wherein Rhoda Hart, as Executrix of Moses Hart deceased and Peyton L. Harrison are parties, are to be dismissed at the cost of said Harrison—

Witness our hands this twelfth day of July 1841

her
Rhoda X Hart Executrix (Seal)
mark
P L Harrison (Seal)
Benjn McElwain (Seal)
Hiram Penny—(Seal)

R Hart &c
vs } agmt
Harrison & Houghton
Filed July 16, 1841
M Eastham
pr J H. Matheny

BILL IN CHANCERY IN THE SUIT OF LEWIS VS. ELKIN ET AL, SANGAMON CIRCUIT COURT, JULY 16, 1841

(Herndon-Weik Collection)

This bill in chancery, and the cover notations are in the hand of Lincoln, with one exception. The clerk, Eastham penned the date of filing, and signed for Matheny. The above bill does not show the usual care exercised by Lincoln in writing his legal papers, but this may be attributed to a rush caused by an accumulation of cases, or it may be attributed to errors common to most men. It is clear that the word, "on" before Garrett Elkin in the second line is not an error in spelling, but hurried writing for the word, "one." The phrase, "23rd November 1840—" seems to have omitted the word, "of," for it is present in every other date of like nature used in this document. There is an interesting consistency in Lincoln at times, for he omits the apostrophe in the word, "Recorders" throughout this paper. On the other hand he uses the word, "it's" for the possessive, "its," and twice makes such an error. In the clause, "he further states that said note has for a long time due," it is clear that the omission of the word "been" was due to oversight, as was the repetition of the word "assigned" in the clause which tells of the assignment of Delaney's interest to Doyle. Lawyer Lincoln was usually careful to cross out words which he repeated, and he did so in this document, but like all

men, he overlooked some things in the rush of business in the courts.

To the Honorable the Judge of the Sangamon circuit court in chancery sitting

Humbly complaining sheweth unto your Honor your orator Thomas Lewis, that on the 21st of September A. D. 1839, Garrett Elkin gave to one John W. Gray a title bond by which he obligated himself to convey to said Gray by a good and sufficient deed, Twenty feet fronting the Public square, off the West side of Lot No Two in Block No Twentytwo, and running back to the alley according to the plat of the town of Springfield, when three certain promissory notes in said bond described, given by said Gray to said Elkin, should be paid, which bond was duly recorded in the Recorders office for said county, having been filed for that purpose on the 23rd of September A. D. 1839— that afterwards, and on the 18th day of January A. D. 1840 the said Gray assigned his interest in said bond to one Lewis Keeling, which assignment was recorded in said Recorders office on the 13th day of July A. D. 1840, that on the said 18th day of January 1840 the said Keeling assigned his interest in said bond to one John Delaney, which assignment was recorded in the said Recorders office on the said 13th day of July A. D. 1840; that afterwards, and on the 10th day of November A. D. 1840, the said Delaney and his wife Ann, gave a mortgage on the lot of ground aforesaid to the said Keeling, which mortgage was recorded in said Recorders office on the 23rd day of November 1840— and that afterwards and on the 25th day of June A. D. 1841, the said Delaney assigned assigned his interest in the title bond aforesaid to one Maurice Doyle, which assignment was duly recorded in the said Recorders office on the 26th day of June A. D. 1841— Your orator further states that the said notes described in said bond were given to secure the purchase money of said lot to said Elkin, and that one of said notes has been assigned by said Elkin to him your orator and which note your orator files herewith marked (A.) and prays that the same may be taken and considered as part of this Bill; he further states that said note has for a long time due and is wholly unpaid; he further states that both the said Gray and said Elkin are wholly insolvent and unable to pay said note or any part thereof, by means of all which your orator is entitled to and has a lien upon the said lot and it's appurtances for the payment of the note aforesaid—

He therefore prays that the said Elkin, Gray, Keeling, De-

laney, and Doyle, be made defendants to this Bill; that the People's writ of Subpoena issue for them, and that they be required to answer &c. and that on a final hearing of this cause your Honor will decree that he be paid by the said Gray the amount which may then be due upon his note aforesaid, and that the Lot of ground aforesaid together with it's appurtenances be sold to pay and discharge the same, and that a commissioner be appointed to sell and convey the same— and that your Honor will grant such other and further relief as equity may require, and as in duty bound &c.

Logan & Lincoln for
Complainant—

By agreement this case is to be continued over to the November term 1841— Logan & Lincoln p. q.

Thomas Lewis

vs } Bill in chancery

Garrett Elkin
John W. Gray
John Delaney
Lewis Keeling &
Maurice Doyle—
Filed July 16 1841
M Eastham
pr James H Matheny
Let a Subpoena in chancery issue

Logan & Lincoln
for complt

$416. 66 2/3/100

Eighteen Months after date for Value received I promise to pay Garrett Elkin Four hundred & Sixteen dollars 66 2/3 cents with twelve per cent Interest from date until paid.
this 21st day of September 1839

JohnWGray

I have receipted to A. Campbell for $162.17 cts to be pd when the abe is collected

The above is the original note which Abraham Lincoln in-

cluded as exhibit A. in this case. The word, "abe," may be an abbreviation for above.

John W Grays'
notes $416. 66
Recd March 18 (42
on the within $100.
Pay to Thomas Lewis
G. Elkin
July 20th 1841-Received on the
within $150-00-Thomas Lewis
Sept. 3d 41 Recd on the
within— $100.—
Thomas Lewis
Recd Feby 28 (42 on the within $165.
T. Lewis

BILL FOR DIVORCE DRAWN BY LINCOLN IN THE SUIT OF GENTRY VS. GENTRY, SANGAMON CIRCUIT COURT, JULY 17, 1841

This bill for divorce is from the hand of Abraham Lincoln, as are the cover notations, with the exception of the filing date. The order to issue a subpoena was also penned by Lincoln. In many cases in which Attorney Lincoln mis-spelled words, there is possibility of hurried writing, or informality of spelling. In the case of the word, suport, as used by Lincoln there seems to be slight doubt. The word is repeated, an "s" is written, and the word is twice given as "suport," a definite error in spelling that cannot be attributed to hurry or press of time, or mere oversight.

The day on which Lincoln drew this bill for divorce, July 17, 1841, *there was issued in London the first number of a comic journal called Punch which twenty years later was to find him a favorite subject for caricature. The Punch cartoons of President Lincoln were with a single exception drawn by Sir John Tenniel—he was made a knight in* 1893—*who joined its staff in* 1851 *at the age of thirty-one and, living to the great age of ninety-four years, was for the better part of half a century recognized as the greatest caricaturist of his time—his pencil to be taken into account in every forecast of the drift of public opinion. In common with the ruling class of England Tenniel sadly misinterpreted the Civil War and caricatured the chief actor therein with lamentable perversity; but when convinced of his*

error he made prompt and generous amends therefor, and nothing could have been finer in its way than his design published in Punch on May 8, 1865, *which showed Brittania laying a wreath on the bier of the martyred President* (*See Wilson, Lincoln in Caricature, Elmira,* 1945).

To the Honorable, the judge of the Sangamon circuit court in chancery sitting:

Humbly complaining sheweth unto your Honor your Complainant, Mary Ann Gentry, that on the twentyeighth day of July in the year of our Lord one thousand eight hundred and thirty-one, at and in the county of Morgan in the state of Illinois she was legally married to one Thomas H. Gentry, that she continued to live with her said husband from thence forward until some time in the month of September in the year of our Lord one thousand eight hundred and thirtyeight, when he wilfully deserted and absented himself from her, without any reasonable cause, and has never since returned to her; that during all the time she lived with her said husband, she did and performed all the duties of an affectionate and obedient, wife and then and since, has, in all things, conducted herself with the strictest propriety— She further states that while she so lived with her said husband she bore four children by him, all of whom are living, and with her, the eldest, James H. being upwards of nine years of age; the second, William N. seven; the third, Sarah Jane, four; and the fourth, Amanda M. three; that her said husband has never had the custody of said children since he deserted her as aforesaid, and that he is, she knows not where, wandering about, without the means or inclination to properly support said children if he had them—

In tender consideration of all which she prays that the said Thomas H. Gentry be made defendant to this Bill; that the People's writ of Subpoena issue notifying him of the pendency of the said Bill, and that he be required to appear and answer the same; and that on a final hearing of the cause, your Honor will decree that the bonds of matrimony heretofore and now existing between the said complainant and defendant, be forever dissolved; and that she, your complainant be ordered to have the care and custody of her children aforesaid; and that your Honor will grant such other and further relief as equity may seem to require, and as in duty bound &c.

Logan & Lincoln
complainant

Mary Ann Gentry

vs } Bill for Divorce

Thomas H. Gentry—

Nov / 42

Filed Sep 17. 1841

M Eastham

pr J H Matheny

Let a Subpoena in chancery issue in this case—

Logan & Lincoln—

SUIT OF BAILEY VS. CROMWELL, SUPREME COURT OF ILLINOIS, JULY 23, 1841

(Herndon-Weik Collection)

There is no evidence that the document here reproduced is the work of Abraham Lincoln, although it bears a resemblance to his hurried scrawl, which is unlike his carefully penned letter hand. The document has some similarities to the appeal from Tazewell written by Lincoln, but reveals a likeness to the hand of Logan in other points. The words, "The judgment is reversed," would seem to be those of Judge Breese, but there is not conclusive evidence that the document is in his hand. It seems logical to conclude that it is not in the hand of Abraham Lincoln, but is a definite part of a noted case in which he took part. The suit was instituted by William Cromwell in order to gain judgment upon a promissory note given by Bailey, and the case was tried in the Tazewell circuit court during the September term of 1839. *Judgment for* $431.97 *and costs was rendered against Bailey whose attorney made several pleas upon the basis of the arguments later used by Lincoln. Bailey took the case to the Supreme Court and was represented by Lincoln, the attorney for the appellees, being Stephen T. Logan. The document reveals the arguments presented, and the fact that the decision was reversed in favor of Lincoln's client. A good discussion of Bailey vs. Cromwell and others will be found in Richards, Abraham Lincoln: Lawyer-Statesman (Boston,* 1916) 75-77. *Another treatment is given in Woldman, Lawyer Lincoln (Boston,* 1936), 56-57. *Woldman is in disagreement with Richards as to the arguments in the case, but the opinion by Breese gives weight to the conclusions of Richards.*

David Bailey— Appellant
vs.
William Cromwell and
others admns. of Nathan
Cromwell decd — Appellees

The administrators of Cromwell brought an action of assumpsit in the Tazewell Circuit Court against Bailey upon a promissory note made to him in his life time. The defendant pleaded 1. non assumpsit 2—no good or [?] consideration 3 That the consideration had wholly failed in this that note was given upon the purchase of a negro girl sold by Cromwell to Bailey, and who was so presented to Bailey at the time of the purchase to be a slave and servant when in fact she was free. 4. That the consideration had wholly failed in this, that the note was given upon the purchase of a negro girl and that it was agreed at the time between the parties, that before payment was to be demanded of the note, Cromwell was to produce the verifying papers and indenture to show that the said girl was a slave servant and bound to servitude under the laws of this state, and that said title papers were never produced tho demanded by the defendant. Errors of fact were made up on the first and second pleas and of law upon the third and fourth and determined in favor of the plaintiffs. The defendant stood by the fourth plea and took leave to [?] the third. The third plea as [?] states the consideration has wholly failed in this, that the said note was given in consideration of the purchase of a certain black or negro girl or woman named Nance, by the deft. of the said Cromwell decd, and which he falsely and fraudulently warranted to said defendant to be his property slave and servant, and lawfully bound by the laws of the State of Illinois to serve him as [?] slave or servant, when in truth and in fact she was free and not the property or slave of said Cromwell at the time of said pretended sale concluding with— verification. To this plea there was a replication [?] and issue to the contrary [?] and tried by consent ? by the Court. The court found for the plaintiffs and assessed them damages to $431.97 from which judgment was rendered and taken to this court the judgment of the court having been excepted to by the defendant, under the statute. (Laws of page 109) The ends assigned are *first*. In sustaining the decision to the fourth plea, and Second, In giving judgment for the plaintiffs on the issue and evidence submitted.

The fourth plea it will be observed sets up a contract on the part of Cromwell to produce the necessary papers and in due

time to prove that the negro girl legally recd by him in servitude. and that the payment of the note was not to be demanded until those papers were presented. This note and agreement made at the same time must be taken together as forming one entire contract. The plaintiff being the payer of this note had a right to agree or stipulate that payment should not be demanded until he had furnished to the defendant the evidence of the negro girls obligation to serve. Without such evidence the defendant would be unable to compel her to serve him, and the purchase would bring no benefit to him. The agreement shows the condition upon which the note was given which was binding on Cromwell, and after his death upon his administrators, and, if not complied with, as averred in the plea, would defeat the action. We think therefore, the first error is with assigned.

In regard to the second error, which questions the correctness of the decision of the court sitting as a jury upon the whole case, we are inclined to the opinion, that the evidence fully sustains the issues on the part of the defendant and the court should have so found, particularly upon the second plea. It was proved, as appears from this bill of exceptions, that the consideration of the note held due was the negro girl—that at the time of the purchase by an agent of the defendant, Cromwell represented her to be his servant bound by indenture to serve him seven or nine years and that he had a right to sell her as his property and that in a few weeks he would produce the title proper showing that she was his property. That the note declared [?] was to be destroyed at the time when the title papers should be produced by Cromwell and a new note given and a title made to the girl by Cromwell— That the title papers never were produced by Cromwell but they had been demanded of his administrator who stated that he had none in his possession—that he had examined and could find none—that when the purchase was made Cromwell was on the eve of his departure for Texas and died at St. Louis on his way there—It was proved that the girl was in possession of Bailey the defendant for about six months at the expiration of which time she left his service and never since returned, she asserting and declaring all the time that she was free—It was also proved that she was over twenty one years of age and had been [?] evident of this [?] for several years before the purchase and that she had been in the possession of Cromwell since 1831. It was also proved that while the girl was living with deft. she purchased goods at a store and a regular account was kept

against her. These are the principal and most important points, and we think that they make a valid defence to the note under the second issue submitted for trial.

This court decided at the last Decr. term in the Case of *Kinney* vs. *Cook* that the presumption of law was, in this State that every person was free without regard to color. This presumption must be allowed in this case that the girl, which was the consideration in the note was free, and it was incumbent on the plaintiff to rebut [?] that presumption by showing some legal claim to her services which partaking of the nature [?] of property he could sell and transfer.

The defendant sustained the issue on his part, under the second plea, by simply showing the girl was the consideration of the note— The presumption then obtained that she was free and not the subject of sale. This presumption the plaintiffs did not attempt to rebut by any proof whatever. It was sufficiently proved also, that Cromwell had warranted that she was bound to service and that he had a legal right to sell her, which the plaintiff did not show upon the trial. This wanting title to her services is a failure of consideration or rather is no consideration for the note. The girl being free and asserting her freedom in the only mode she could, by doing as she pleased, making purchases, contracting debts and controling her own motions, could not be the subject of a sale, and no right to her services would pass by such sale.

The sale of a free person is illegal and that being the consideration of the note, that is illegal also and consequently no recovery can be had upon the note. See 10 Wendell R. 384.

The judgement is therefore reversed.

David Bailey
vs.
Wm Cromwell et al
admn. of N. Cromwell decd.

Opinion by Breese J.

AFFIDAVIT DRAWN BY LINCOLN IN THE SUIT OF MAUS VS. WORTHING—AN APPEAL FROM TAZEWELL COUNTY TO THE SUPREME COURT OF ILLINOIS, JULY 24, 1841

(Herndon-Weik Collection)

This affidavit was drawn by Lincoln and attested by Clerk

Peck who penned the cover notations. Parentheses denote words used because of torn places in the paper and the fading of the ink. The writing is so indistinct at times as to make accurate transcription difficult, but most of it is clear enough to permit of a transcription near to accuracy.

The reports of the arguments and hearings before the Supreme Court of Illinois do not give the lower court history of this case, but there is a fairly complete record of entries for the hearing before the upper court. In the hearing before the Supreme Court, Lincoln represented the appellee, Worthing, and Stephen T. Logan appeared for the appellant, Maus. Lincoln on July 10, 1841, *made motion that the appeal to the Supreme Court be dismissed on grounds of insufficiency of the appeal bond. The following bit of evidence was introduced to support such contention*:

"Mr. John A. Jones, Dr.

Sir I hereby authorize you to sign my name to a bond to be given by Jacob S. Maus, in an appeal case to the Supreme Court, at the last term of the circuit court. J. H. Worthing for the use of John McCann vs. Jacob J. Maus."

Lincoln contended that this paper had not been signed under seal, and hence gave no authority to Jones to act for Maus. The motion to dismiss the appeal was argued by him on July 12, 1841 *and on the following day the court sustained his motion. Logan then moved for a supersedeas, or stay of proceedings in the case, especially those of a lower court. The motion was argued by Logan, and granted by the court on July* 24, 1841. *Lincoln entered his appearance for the defendant in error on the same day, and moved for a writ of certiorari. This, like the motion of Logan, was granted. The case was dismissed finally on December* 29, 1841, *by an agreement between Logan and Lincoln—the appellant to pay the costs of the hearing.*

Justice Samuel Lockwood, friend of Lincoln, handed down the opinion for the Supreme Court, and said in substance, that, the precedent of other cases of like nature, had decided that the order giving an agent authority to act for a person must be signed under seal, and such thing not having been done by Maus, the appeal bond was insufficient, and for this reason the appeal was dismissed. Justice Sidney Breese dissented in an opinion which argued against the acceptance of outmoded precedent by the court, and urged the use of logic and reason to meet the needs of another and newer day.

For a report of this case see, Reports of Cases argued and determined in the Supreme Court of the State of Illinois, 4, 3 *Scammon,* 26-28. *Future reference to the reports of the Supreme Court of Illinois will read as follows,* 4 *Illinois,* 3 *Scammon,* 26-28, *or* 5 *Illinois* 4 *Scammon,* 474-478, *etc. The first figure is representative of the volume number of the reports, while* 3 *Scammon indicates that it was the work of Scammon. Numbers such as* 26-28 *refer to the page numbers in the volume. For example, Richards would cite this case as* 4 *Illinois* 26. *It has been cited by the courts of Arkansas and Colorado.*

AFFIDAVIT BY LINCOLN IN THE SUIT OF MAUS VS. WORTHING, SUPREME COURT, JULY 24, 1841

(Herndon-Weik Collection)

The source of this affidavit is the hand and pen of Lincoln while Ebenezer Peck is responsible for the cover notations, and attesting to the swearing of the affidavit before him. One notes a seeming repetition in the words, "record filed in this court by the plaintiff in this court," but this may be an effort to give specific recognition of the plaintiff in the case. The use of parentheses is due to torn places in the document, and fading of the ink. In other places, the original document is so faint as to make a proper rendition of the wording an uncertain thing, but the characters remain clear enough to give a basis of accuracy in the transcription.

Lincoln appeared for the appellee, Worthing, in this case, and upon July 10, 1841, *moved that the appeal be dismissed upon the basis of insufficiency of the appeal bond. He filed his reasons for his motion, the principal one being the fact that the bond had not been signed by the agent of surety under seal. The court sustained his contention, and upon July* 13, 1841 *dismissed the appeal, which had been argued the day before. Logan, senior partner in the firm of Logan & Lincoln, moved the court for a supersedeas, or stay of proceedings upon July* 22, 1841. *The motion was granted upon July* 24*th. Upon the same day Lincoln moved for a writ of certiorari, or the bringing in of the record in the lower court, and this, too, was granted after argument. The case was finally dismissed upon December* 29, 1841, *with costs against the appellant. The result may be considered a victory for Lincoln. This case is cited as precedent in other cases before the courts of Arkansas and Colorado. It is one of the earlier Supreme Court of Illinois cases argued by Lincoln.*

State of Illinois }
} ss.
Sangamon county }

Abraham Lincoln, being first duly sworn, states on oath, that in the case of Jacob S. Maus against Amos H. Worthing brought into the Supreme court of the state aforesaid from the county of Tazewell, he verily believes that the defendant in the court below was duly and regularly served with process in said cause, as much or more than ten days before the first day of the term of said court at which judgement was rendered against said defendant below, and that such process, with an entry of such service duly made thereon in writing by the Sheriff of said county of Tazewell and duly signed by said Sheriff was duly returned into the said court below before the rendition of the said judgement, and that the s[ame has there]in ever since remained of record— He states that the grounds of his belief are that Wm H. Holmes the attorney of the plaintiff in the court below informed him that there was no apparent defect in the same, and that he supposed the only error relied on by the plaintiff in this court, was the decision of the court below overruling the motion to quash the writ of summons; and the additional reason that he believes th[e] defendant below, would not have come into court with a dilatory motion to quash the summons, unless he had been duly served with such summons or process—Affiant further states that in the transcript of the record filed in this court by the plaintiff in this court, no entry of the service of process below appears; and that he verrily believes said transcript is imperfect and defective in that particular—

A..Lincoln

sworn to before me
this 24th July 1841
E Peck
CSC.

Jacob S Maus
vs
Amos H Worthing

Filed 24th July 1841
E Peck
C. S. C.

BOND IN THE SUIT OF WAGGONER VS. PORTER, SANGAMON CIRCUIT COURT, JUNE 24, 1841

(Herndon-Weik Collection)

The only part of this document drawn by Lincoln is found in the words, "Lincoln's notes, Dorrell sold his part to Porter, Porter has sold 20 *acres to Leonard Mitchell and Jackson," and the cover notations, "Waggoner, T. Porter," with a large "B" to mark the bond as exhibit B. The other parts of the bond and cover notations were penned by Talbott and Eastham, and the Waggoners signed the bond. It is possible that Lincoln made an error in citing the case as "Waggoner vs. Porter" as Wagoner signed his name as "George Wagoner." The case was ordered continued upon August* 6, 1841, *and upon the motion of Lincoln, the defendants were ruled to file their answer within thirty days. Upon April* 2, 1842, *he was given leave to take the deposition of William Porter, one of the defendants in the case, and upon July* 29, 1842, *the attorneys agreed that the case should be tried and decided in the vacation of the court. William Porter was a member of the Sangamon county Whig committee which endorsed Duncan for governor in November,* 1841, *his fellow members being Lincoln and Simeon Francis.*

Know all men by these presents that we George Wagoner and Judy Wagoner wife of the said George both of Sangamon County and State of Illinois are held and firmly bound unto William Porter and James Dorrell in the full sum of one thousand six Hundred dollars Lawful Money of the United States which sum well and truly to be paid we hereby bind ourselves our Heirs Executors and administrators Firmly by these presents; sealed with our seals and dated this fourteenth day of March 1837—

The Condition of the above obligation Is such that whereas I the said George Wagoner hold an obligation for a Deed to the North west Quarter of Section three in Township Sixteen (16) North of Range Six (6) west of the third principal Meridian; to be made by William Kirkpatrick and whereas I have sold unto the said William Porter and James Dorrell the aforesaid Tract of land with all the privileges and appurtenances thereunto belonging (Excepting so much as was Heretofore Transferred to the said George Wagoner W Porter and James Dorrell, by John N. Campbell & Thomas Sacket and their wives, my Interest In which I have this day Deeded to the aforesaid—William Porter

now if the said George Wagoner and Judy Wagoner shall make and Execute to the said William Porter and James Dorrell good and sufficient Deeds to the above named Tract of land in the manner following towit to the said William Porter the undivided Two thirds and James Dorrell the undivided one third, so soon as a Deed is procured to the same from the Said William Kirkpatrick to the Procurement of which we bind ourselves to prosecute the said William Kirkpatrick without delay then this Obligation to be null and void. Otherwise to Remain in full force and virtue—

In Testimony whereof we have hereunto set our hands and Seals this fourteenth day of March 1837—

Attest ————— }
James Shepherd }

George Wagoner (Seal)
her
Judy X Wagoner (Seal)
mark

State of Illinois }
Sangamon County }

This day personally appeared before me the undersigned a Justice of the peace In and for said county George Wagoner and Judy his wife and acknowledged the—Signing of the foregoing Bond to be their voluntary act and Deed for the purposes therein mentioned Given under my hand and Seal this 14th day of March 1837— James Shepherd J. P.

Recorded March the 20th A. D. 1837—Benjamin Talbott R. S. C

State of Illinois } I. Benjamin Talbott Recorder for Said County do Certify that the
Sangamon County } ss within Instrument of writing is a true copy as appears to me of Record which Said writing Is duly Recorded in my office in Book K and pages 434 & 5—

Benjamin Talbott R. S C

February 8th A. D. 1841

Waggoner T. Porter } Bond

(B.)

Filed June 24. 1841
M. Eastham
pr J H Matheny

NOTE AND DEMURRER IN THE SUIT OF LANGFORD VS. HERNDON, SANGAMON CIRCUIT COURT, JULY 27 AND 29, 1841

(Herndon-Weik Collection)

This original note was signed by Langford and Clement, but penned by another hand. It is the basis for the declaration filed upon July 27, 1841, *and may have been filed at that time, although it bears no date of filing. This demurrer is in the handwriting of Stephen T. Logan, but is included as a part of a case in which Abraham Lincoln acted as counsel with his senior partner.*

Note

"$15.00 one day after date we or either of us promise to pay WHHerndon or order the sum of Fifteen Dollars bearing 12 pr ct from date untill paid

Springfield Ills May 13. 1840

J. P. Langford
B S Clement"

Langford's
$15.00
56
15.56

Demurrer

Of the July Term A. D. 1841 of the Circuit Court for Sangamon County—

James P. Langford
against
William H. Herndon
} In Debt For

And the Defendant comes and defends the wrong and injury when where &c And says the plaintiff his action hereof against the Defendant to have and maintain ought not because he says that he doth not owe the debt in the Declaration mentioned—the plaintiffs declaration And the matters and things therein contained and the several Counts thereof are not good and sufficient in law for the plaintiff to have and maintain his action hereof against this Defendant and this he is ready to verify wherefore he prays judgment

Logan & Lincoln p d—

Langford
vs } Demurrer
Herndon
Filed July 29 1841
M. Eastham
pr J H Matheny

ACCOUNT AND NOTICE IN THE SUIT OF VAUGHN, SANFORD & COMPANY VS. HILL, SANGAMON CIRCUIT COURT, JULY 28, 1841

(Herndon-Weik Collection)

The complete account and notice, and the cover notations in this suit, with the exception of the date of filing, are in the handwriting of Attorney Lincoln. The characteristic usage of "ballance" is evident in this document, as in many others. Account appears as "acpt" or "Accompt," which as elsewhere noted was derived from the French word, and frequently used by Illinois lawyers of pioneer days.

Vaughn, Sanford & Co

To Leroy L. Hill	Dr
To Rock delivered in 1838	$2000-00
To 369 loads of Rock delivered in 1839—	2583-00
To amt of order from Bondurant	80-00
To verbal order from same—	75-00
To order on Stout	30-00
To note on Stephenson	2-00
To keeping 3 horses	40-00
To Rock sold by load	400-00
	$5210-00

Foley Vaughn
Ira Sanford
Charles B. Francis &
Benjamin S. Clement
vs. } Sangamon Circuit court—
Lerov L. Hill July term 1841—

The plaintiffs are hereby notified that on the trial of this cause the defendant will insist on and give in evidence the fore-

going account as a set off in this cause, and shall pay judgement for the ballance of said account—

Leroy L. Hill—

Vaughn, Sanford & Co—
vs } acpt & notice
Hill

Filed 28 July 1841
M Eastham
clerk

DEFENDANTS' ANSWER IN THE SUIT OF UHLER VS. BRIGGS, SANGAMON CIRCUIT COURT, JULY 28, 1841

(Herndon-Weik Collection)

The only part of this document in the hand of Lincoln are the words, "And the plff doth the like, Logan & Lincoln." Further on he pens the words, "General replication & Joinder, Logan & Lincoln p. q., Shields & Conkling, p. d." The remaining part of the document was written by Conkling or Shields. It is included because of the brief notations in the hand of Lincoln, and as a part of the history of his legal career. The jury in the case awarded Briggs, client of Logan & Lincoln, a judgment of $153.27 *upon July* 30, 1841. *The opposing attorneys were James Shields and James C. Conkling.*

State of Illinois
Sangamon County } July Term 1841

John Uhler
ats
James Briggs } And the said John Uhler by Shields & Conkling his attorneys comes and defends the wrong and injury &c and saith that he did not undertake and promise in manner and form as the said James Briggs hath above thereof complained against him and of this he puts himself upon the country &c

Shields & Conkling p. d.

And the plff. doth the like
Logan & Lincoln

And for further plea in this behalf said Uhler says *actio non* because he says that after the making of the said several promises and undertakings in said declaration mentioned and before the

exhibiting of the bill of said plaintiff against him the said Uhler in this behalf to wit on the twentieth day of June in the year of our Lord eighteen hundred and forty one he the said Uhler paid & discharged to said plaintiff the said several sums of money in said declaration and this said Uhler is ready to verify wherefore he prays judgment if said plaintiff ought to have or maintain his aforesaid action against him &c

Shields & Conkling p. d.

General replication and Joinder
Logan & Lincoln p q.
Shields & Conkling p d

Messrs Logan & Lincoln

Take notice that the above named defendant on the trial of this cause will give in evidence and insist that the above named plaintiff before and at the time of the commencement of this suit was and still is indebted to said defendant in the sum of six hundred dollars for the following invoices goods wares and merchandize to wit

1841		$	cts	
Janr 25	Balance on settlement due to Euler	311	00	
May 14	Money paid to Robert North	2	87	
	Money paid to Jacob Divilbiss	17	55	
	Boarding Isaas Plumbley	2	07	
	For two Books	5	00	
	Nails	2	00	
July 24	On Mullens note	6	13	
	Money paid for Battebone's plough	13	33	1/3
1841	64 lbs beef at 3 cts	1	92	
Feb 8	Flour	4	50	
	Lewis & ban bough's a/c	3	20	
	Flour of Hickox 157 lbs	4	50	
	2 loads wood	2	50	
	Clements a/c		88	
	Lewis & Crist a/c		99	
	Load of wood of Wright	1	25	
	Cord of wood	2	75	
	Wood of Hill	1	88	
	Potatoes		38	
	Bears a/c	3	32	
	For money from Maxy	11	75	

Grunnig's a/c	3	00
Order of Piles	2	00
Butter of Ridgway	1	00
Simms a/c	4	99
Cash of Matheny	1	38
Cash of Dr Gray	3	00
Cash	1	00
Cooleys a/c	5	38
Hay of Mann	2	50
Wickersham's a/c	47	39
Phillips a/c	11	75
	484.	33 1/3

And that said defendant will set off and allow to the said plaintiff on the said trial so much of said sum of six hundred dollars so due and owing from said plaintiff to be proved on said trial as will be sufficient to satisfy and discharge said demand according to the form of the statute in such case made and provided This 27t July 1841

Shields and Conkling p. d.

PLEA AND NOTICE IN THE SUIT OF MARTIN VS. TINSLEY ET AL, SANGAMON CIRCUIT COURT, JULY 29, 1841

(Herndon-Weik Collection)

The plea, notice and cover notations in this case are in the hand of Lincoln, while Clerk Eastham penned the date of filing in neater fashion than was customary with him.

Seth M. Tinsley
Stacy B. Opdycke
Edmund D. Taylor
John A. Keedy &
William M. Cowgill
ads.
Jacob Martin

Assumpsit

And the said defendants come and defend the wrong and iniury, when where &c and say they did not undertake and promise in manner and form as the said plaintiff in his said declaration has alleged against them, and of this they put themselves upon the country &c.

Logan & Lincoln p. d.

And the said defendants hereby give the plaintiff notice, that they will offer to prove and set-off against his demand the following acpts herewith filed, marked (A) and B.

Logan & Lincoln p. d

Tinsley & others
ads.
J. M. Martin
Filed 29 July 1841
M Eastham
clerk

} plea & notice

SUMMONS DRAWN BY LINCOLN IN THE SUIT OF MARTIN VS. TINSLEY ET AL, SANGAMON CIRCUIT COURT, JULY 30, 1841

(Herndon-Weik Collection)

The plea, notice, and cover notations upon this case are in the hand of Abraham Lincoln, while Clerk Eastham has penned the date of filing in neater fashion than is his usual wont. There are slight changes in this summons from the other three in this case. Lincoln penned, "31st" instead of "30th" and the format in the cover notations written by Elkin is changed by his deputy, Maxcy. Otherwise the summons is an exact copy of the others in the case, with the exception of Ruckel, being the person called to testify.

This summons is a printed document filled in by Lincoln and Eastham. Lincoln penned the words, "John, Vigal, Henry Dresser, Bola C. Webster, John McFall, Instanter, the defendants, Jacob M. Martin, S. M. Tinsley, S. B. Opdycke, E. D. Taylor, J. A. Keedy and Wm. M. Cowgill." His hand crossed out many words, and added an "s" to "Defendant." The words, "30th, July, A. D.," and the figure "1" of 1841 also appear to be in his hand, and the cover notations are his work down to the line of demarcation, at which point Sheriff Elkin takes up the writing. The word, "instanter," was often used in these legal papers for the words, "at once," and is even today a correctly used adverb. The abbreviation, "Spa.," which Lincoln used on the cover notation is not clear as to meaning, but may be an abbreviation for the word, subpoena.

This summons was filled in by Lincoln in the same manner as the one for Vigal, Dresser, Webster, and McFall. He penned the same words and figures, the only difference consist-

ing in the names of the persons summoned to appear. Again, he penned the cover notations down to the point where Sheriff Elkin began writing of service of the summons.

As in the case of the first two summons given, Lincoln filled in the same words in the printed form, changing only the names of the persons summoned. The cover notations are written in exactly the same manner as the first summons by Lincoln and Sheriff Elkin.

SUMMONS

The People of the State of Illinois . . . . To the Sheriff of Sangamon County . . . . GREETING:

You are hereby commanded to summon Daniel E. Ruckel to be and appear before the Circuit Court of said County, instanter to testify and the truth to speak in behalf of the defendants in a certain matter of controversy pending in the said Court, wherein Jacob M Martin is Plaintiff, and S. M. Tinsley, S. B. Opdycke, E. D. Taylor, J. A. Keedy and Wm M Campbell are Defendants And have you then there this writ.

WITNESS, M. Eastham, Clerk of our said Court, at Springfield, this 31st day of July A D. 1841

M Eastham

Clerk.

Pr W. C. Enos Jr DC

Tinsley & others

ads } Spa

Martin

Danl E Ruckel

Executed by reading

August 2nd 1841

Fees	
Service	25
Travel	50
[?]	12 1/2
	87 1/2

Wm F. Elkin Shff SC

By Jos M Maxcy DS

SUMMONS

The People of the State of Illinois . . . . To the Sheriff of Sangamon County . . . . GREETING:

You are hereby commanded to summon George Pasfield, Benjamin Ferguson, James P. Langford and William Vigal to be and appear before the Circuit Court of said County, Instanter Monday in the month of next, to testify and the truth to speak in behalf of the defendants in a certain matter of controversy pending in the said Court, wherein Jacob M. Martin is Plaintiff, and S. M. Tinsley, S. B. Opdycke, E. D. Taylor, J. A. Keedy and Wm M Cowgill are Defendants And have you then there this writ

(Seal)
Sangamon County
Circuit Court
Ills 1818

WITNESS, M. Eastham, Clerk of our said Court at Springfield, this 30th day of July A D. 1841

M Eastham
Clerk.
pr J H Matheny D. C

Tinsley & others
ads } Spa.
Martin

G. Pasfield
Benj. Ferguson
J. P Langford
Wm Vigal

Executed on all by reading except, J. P. Langford who is not found in my county—
Fees service. Travel, & Return $1.06 1/4
Wm. F. Elkin Shff.

SUMMONS

The People of the State of Illinois . . . . To the Sheriff of Sangamon County . . . . GREETING:

You are hereby commanded to summon John Vigal, Henry

Dresser, Bela C. Webster, and John McFall to be and appear before the Circuit Court of said County, Instanter Monday in the month of next, to testify and the truth to speak in behalf of the defendants in a certain matter of controversy pending in the said Court, wherein Jacob M. Martin is Plaintiff, and S. M. Tinsley, S. B. Opdycke, E. D. Taylor, J A. Keedy and Wm M Cowgill are Defendants And have you then there this writ.

(Seal)
Sangamon County
Circuit Court
Ills 1818

WITNESS, M. Eastham, Clerk of our said Court, at Springfield, this 30th day of July A D 1841

M. Eastham Clerk.
pr J H Matheny D C

Tinsley & others
ads } Spa.
Martin
John Vigal
Henry Dresser
B. C. Webster
John McFall

Executed on all but
Jno. Vigal who is not
found in my county
July 30 1840—
July 30— 1841
Fees, service, Travel
—return $1.06 1/4
Wm. F. Elkin Shff
S. C.

SUMMONS

The People of the State of Illinois . . . . To the Sheriff of Sangamon County . . . . GREETING:

You are hereby commanded to summon David Kreigh and William Wilkey to be and appear before the Circuit Court of said

County, Instanter, to testify and the truth to speak in behalf of the defendants in a certain matter of controversy pending in said court wherein Jacob M Martin is Plaintiff, and S. M. Tinsley, S. B. Opdycke, E. D. Taylor, J. A. Keedy & Wm M. Cowgill are Defendants. And have you then there this writ.

(Seal)
Sangamon County
Circuit Court
Ills 1818

WITNESS, M. Eastham, Clerk of our said Court, at Springfield, this 30th day of July 1841

M Eastham Clerk
pr J H Matheny D C

Tinsley & others
ads } Spa
Martin

David Kreigh
William Wilkey

Executed by reading
July 30. 1841
Fees, service, Travel &
Return—$—75
Wm F. Elkin Shff S. C.

PLEA DRAWN BY LINCOLN IN THE SUIT OF MALLERY VS. ELKIN, SANGAMON CIRCUIT COURT, JULY 31, 1841

(Herndon-Weik Collection)

This plea and the cover notations, with the exception of the date of filing, in the hand of Eastham, are from the pen of Lincoln. He wrote, "pled," where he seems to have desired the word, "plead." There is no possible means of construing the "ead" which has been run together in the word, "pled," as penned by Lincoln. This appears to be an oversight rather than an error in spelling, as Attorney Lincoln rarely mis-spelled the word, "plead."

Garrett Elkin
ads
Egbert M. Mallery } Assumpsit—

And the defendant comes and defends the wrongs and injury

when, where &c. and says he did not undertake and promise in manner and form as the said plaintiff in his said declaration has declared against him and of this he puts himself upon the country &c

Logan & Lincoln p. d.

And it is agreed by the plaintiff that on the trial the defendant may give in evidence any special matters, which he might legally pled, without further pleading or notice given of the same—

Elkin
ads. } Plea
Mallery

Filed 31 July 1841
M Eastham

REPORT OF COMMISSIONER IN THE SUIT OF WRIGHT VS. HEWETT & BAKER DRAWN IN PART BY LINCOLN, SANGAMON CIRCUIT COURT, AUGUST 5, 1841

(Herndon-Weik Collection)

The attorney for the plaintiff helped pen this report of the commissioner appointed by the court. Elkin began writing the words, "Erastus Wright School Commissioner," and continued down to the phrase, "to the said Strother G. Jones." At this point Lincoln took up the pen, and concluded with the words, "One of the defendants in said cause—." The final line of the report was written by Elkin, who then signed his name to the document. The cover notations were penned by the clerk. The use of the brackets and question mark is due to the fact that Lincoln crossed out the word indicated by four dashes, and did it so well that no possible word could be gained from the blotted marks. The report of the commissioner concluded the case, and revealed the execution of the judgment obtained upon April 3, 1841, *by Lincoln in favor of Wright.*

The day on which this report was filed, August 5, 1841, *in a political way had a future meaning for Abraham Lincoln, for in Tennessee James K. Polk was defeated for governor under conditions that gave little promise that three years hence he would be the Democratic nominee for President, and a successful one.*

Erastus Wright School Commissioner & agent for the inhabitants of the county of Sangamon
Against
Josephus Hewett & Edward D. Baker
} In chancery

William F. Elkin appointed commissioner by this Court in this case makes Report:

That in pursuance of the orders of this Court, having proceeded to advertise as will appear by appraisement herewith filed marked "A" the Lot in said order according to said order, and having had the same appraised according to law, he proceeded to expose said lot to sale in compliance with the Terms of said order of this Court to the highest bidder; and that Strother G. Jones being the highest best bidder said lot was sold to him on the twenty sixth day of May 1841 for the sum of Six Hundred and Twenty dollars, and he further proceeded to make and Execute a deed of Conveyance to said real estate so sold, to wit; Lot number Six in Block number One in the City of Springfield in the County of Sangamon State of Illinois to the said Strother G. Jones. He further reports that of the proceeds of said sale he paid to said complainant on the day of said sale, the sum of 488 dollars and 77 cents being the amount of the decree and interest up to that date; that he paid costs of court on fee bill, the sum of 10 dollars & 80 —[?] cents; that he retained of said money the sum of 15 dollars as a compensation for his services herein as commissioner; and that he paid the residue thereof over to Edward D. Baker one of the defendants in said cause— All of which is respectfully submitted.

Wm. F. Elkin, Commissioner.

E. Wright
vs
Hewett & Baker
} Comr Report

Filed Aug 5. 1841
M. Eastham
pr J H Matheny
Report filed
& approved

ORDER TO SELL REAL ESTATE, BURNS ET AL VS. FORD ET AL, SANGAMON CIRCUIT COURT, AUGUST 6, 1841

(Herndon-Weik Collection)

This document, and the notation on the cover are in the hand of Lincoln. The continuance of Burns vs. Ford et al was set aside in the Sangamon circuit court upon August 6, 1841. *The commissioners' report given here by Lincoln was approved by the court, as Lincoln states. The court order provided for the sale of the lands, the alternative to partition which Lincoln had asked in the petition of March* 6, 1841. *Lincoln appeared for Burns while James Shields was attorney for the Fords and others.*

Robert Burns & Elizabeth Burns John R. Burns, Ambrose Cast Melinda Cast, Lucinda Robinson Bailey Bell, Mahala Bell George Green & Emily Greene against Sylvester Ford, Amarilla Ford James Enos, Horace Enos Robert Enos, Eveline Harper & Joseph Strickland	On Petition to sell Real Estate

This day came the Petitioners and Thomas J. Knox, David Hall and Jacob Constant, who were appointed commissioners in this cause by this court, to make partition of the lands in the Petitioner's Petition described, having made their report, stating that they have examined said lands, and that partition of them can not be made with manifest injury to the proprietors of said lands: which report is approved by the court and ordered to be filed. It is therefore ordered by the court, that the said lands, towit, the East half of the South West quarter of Section nineteen in Township Sixteen North of Range Three West; Three acres off the South East corner of the same section; Also the East half of the North East quarter of Section Twentyfive in Township Sixteen North of Range Four West: Eighty four and one tenth acres off the North end of the North West quarter of Section Thirty in Township Sixteen North of Range Three West; and the West half of the North East quarter of Section Three in the same Township and Range last mentioned, and all lying in Sangamon county, be sold at public vendue, on a credit of six

and twelve months, four weeks public notice of the time and place of such sale having been previously given in some one of the newspapers published in said county; and that Thomas J. Knox be appointed a commissioner to make said sale, that he convey the same to the purchaser or purchasers thereof; that he take bond and security and a mortgage or mortgages on the premises to secure the purchase money, and that he report his proceedings herein to this court—

Burns & others

vs. } Order

Ford & others

ATTACHMENT IN THE SUIT OF HAY VS. BRYAN, SANGAMON CIRCUIT COURT, AUGUST 7, 1841

(Herndon-Weik Collection)

This paper was penned by Lincoln, and is undated in the Herndon-Weik Collection. The date is fixed by reference to Pratt: Lincoln Day by Day; 1840-1846 (*Springfield, Illinois,* 1939, *Page* 84). *This was a payment to be made by Kreigh, and credited upon the judgment awarded in this case upon August* 3, 1841. *Bryan defaulted upon July* 28, 1841, *and upon August* 3, 1841 *the jury rendered a judgment of* $222.50 *and damages in favor of Hay, Logan & Lincoln representing Hay. Nathaniel Hay ran a brick kiln in Springfield, and was an uncle to John Hay who became assistant secretary to Mr. Lincoln, and later secretary of state under McKinley and Roosevelt.*

About this time at Washington, Congress passed and President Tyler signed an act which for a period was to prove a welcome source of profit to the law firm of Logan & Lincoln. This was the bankruptcy bill, an inevitable sequel to the panic of 1837, *which introduced in the Senate on June* 9, 1841, *although angrily denounced by Senator Benton as placing a premium on dishonesty, made leisurely but sure progress through both branches of Congress, and without delay received the approval of the President. In Illinois, as in other states, there speedily sprang up a goodly harvest of bankrupts, and lawyers living at a distance from the federal courts in Springfield, with access to that town a difficult process, entrusted the affairs of their clients to Logan & Lincoln, who during the year* 1842 *handled some fifty cases in the "bankrupt court" of Judge Pope, details of which fill the letters*

of the junior member of that firm. While the act remained in force in the country as a whole four hundred and forty millions of liabilities were wiped out for forty-four millions of assets, while in Illinois Joseph Smith and other members of the Mormon faith hastened through it to secure release from their debts. Soon, however, the bankruptcy act was in disrepute throughout the nation, and a later session of the Twenty-seventh Congress in 1842 *repealed it with as little opposition as in the previous year had attended its enactment.*

Nathaniel Hay
vs. } In attachment
Nicholas Bryan

This day came the plaintiff, and it appearing that Philip S. Kreigh has been summoned as a garnishee herein, and that he has answered the interrogatories propounded to him by the plaintiff, and has admitted in his said answer that he is indebted to the said Bryan in the sum of forty dollars and fortyseven cents; it is therefore adjudged by the court that the said plaintiff recover of the said Kreigh the said sum of forty dollars and fortyseven cents, and that he have execution for the same—And it is further adjudged and ordered by the court that whenever the whole or any part of this judgment shall be paid, the amount of such payment shall be a credit upon the judgement rendered in the former order of this court in this cause in favour of said plaintiff against the said defendant, Bryan—

AFFIDAVIT IN THE SUIT OF GENTRY VS. GENTRY, SANGAMON CIRCUIT COURT, AUGUST 10, 1841

(Herndon-Weik Collection)

Abraham Lincoln penned this affidavit, and signed it with his well know signature, which changes little from this day until his death. Clerk Eastham penned the notation of the affidavit being sworn to before him, as he did the cover notations below.

Two days after Lincoln drew and filed this affidavit, on August 12, 1841, *Frederick Douglass, a young man of color who had lately escaped from his master in Maryland to find employment in the town of New Bedford, attended an abolitionist gathering on the Island of Nantucket, and, responding with diffidence to an earnest request to address it, began a unique and memorable career as a champion of his race. Lincoln and Douglass were to become understanding friends in after years, and the latter was*

to offer grateful witness to the fact that the occupant of the White House was the only man of note, who, when they met and talked, never made him conscious of his color.

And also on August 12, 1841, *an editorial in the Madisonian, Washington mouthpiece of the Tyler administration, earnestly asserted the independence of the President to Congress and the members of a Cabinet "chosen by him and removable at his will" —thus abruptly heralding the storm about to break in the political world.*

Mary Ann Gentry
vs } affa
Thomas H Gentry
State of Illinois }
Sangamon county }

Abraham Lincoln, being first duly sworn, states on oath, that he is informed that Thomas H. Gentry, the defendant to a Bill in chancery in the Circuit court of said county wherein Mary Ann Gentry is complainant, resides out of this state—
Subscribed and sworn to before me A.. Lincoln—
this 10 day of Aug 1841.
M. Eastham clk
pr J H. Matheney S. C.

PRAECIPE, DECLARATION AND ACCOUNT IN THE SUIT OF MAINS VS. BRAUCHER, SANGAMON CIRCUIT COURT, AUGUST 18, 1841

(Herndon-Weik Collection)

This account, praecipe and declaration were penned by Stephen Trigg Logan, senior member of the firm of Logan & Lincoln, but are included as collateral Lincoln works, as they represent a partial history of a case in which he penned some of the papers, and acted with Logan as counsel. The senior member of the firm wrote a clear, large hand, most unlike the smaller handwriting of his partner, but as neat as that of Lincoln, a rarity in the days when neatly penned documents were the exception rather than the rule. The present document affords a good comparison with those penned by Lincoln. The latter made

a more correct usage of capital letters, being much more discriminating in his use of them. The language in the concluding lines of the Logan declaration differs slightly from that used by Lincoln, revealing that legal papers were not formally stylized as to wording. For a record of the case, see the note of November 20, 1841, *on part payment of the judgment as a legal fee.*

The month of August, 1841, *brought in its train a series of arresting events noted with intent concern by Abraham Lincoln of Springfield. On July* 28, *the Senate had passed the bank bill, amended by Clay as elsewhere noted, and on August* 6 *it was approved by the House. The following day it was submitted* to *the President who on August* 16 *returned it to Congress with his veto. To sign it in the face of the provisions to which for constitutional reasons he objected, Tyler declared would be to violate his oath of office. Consideration of the veto was briefly postponed in the Senate, but on August* 18 *Clay took the floor of that body against the President. He spoke at great length and with some degree of moderation, in the end invoking his familiar contention of "executive usurpation." Rives replied to Clay with force and cogency, and on August* 19 *the Senate by a vote of twenty-five to twenty-four, less than the required two-thirds majority, failed to pass the bill over Tyler's veto.*

The following day Sergeant, a Pennsylvania Whig, offered a new bill in the House which was promptly passed by that body. But the Sergeant measure, which aimed to mend the existing breach between Clay and Tyler, made slower progress in the Senate, and when finally passed by that body was rendered of no account by a second veto. Secretary of State Webster was keenly annoyed by a dispute that as a result of Clay's imperious will, threatened the future of the Whig party. "A decisive rebuke ought to be given" he declared in a statement published in the National Intelligencer on August 25, *"to the intimation, from whatever quarter, of a disposition among the Whigs to embarrass the President," while on the following day that stormy petrel of politics, Duff Green, now one of Tyler's trusted confidants, wrote Justice John McLean: "There will be an entire new organization of parties. The next election will probably be between Tyler and Clay."*

Finally in Springfield Abraham Lincoln, loyal follower of Clay and an uncompromising Whig, denounced Tyler's veto in good set terms. However, it is no doubt the verdict of impartial history that John Tyler, whatever may have been his motives, by

preventing the incorporation of another Bank of the United States he wisely served his country. After 1841 *the Whigs gave the proposal only perfunctory support, and when eight years later another Whig President took office, it had wholly lost its vitality and had no place in a party program still mainly shaped by Clay.*

Isaac R Braucher
To William Mains Dr

To 4 months work at 12.50 cts pr month	$50-00
" 5 months do at 11—	55.00
" 7 months work at 14— pr. months	98-00
" 6 do do 13—	78.00
" 3 do do 15—	45.00
	$ 326
To 2 years services at $175	350
use of horse 2 years at $25	50
	$ 726

Of the November Term 1841 of the
Circuit Court for Sangamon
County

State of Illinois
Sangamon County ss—

William Mains
against
Isaac R Braucher

Trespass on the case
on promises
Damage $300

The Clerk of the Circuit Court for Sangamon County will issue summons in this case directed to the Sheriff of Sangamon County returnable to the November Term A D 1841 of said Court

Logan & Lincoln p q—

Of the November Term A D 1841 of the
Circuit Court for Sangamon County

State of Illinois
Sangamon County ss—

William Mains Complains of Isaac R Braucher in Custody &c. of a plea of Trespass on the Case on promises. For that whereas the said Defendant on the first day of August in the

year of our Lord One thousand Eight hundred and forty one at the State and circuit aforesaid was indebted to the plaintiff in the sum of seven hundred Dollars for work and labour before that time done and performed by the plaintiff for the Defendant and at the Defendants special instance and request And for the hire & use of a horse before that time hired by plaintiff to Defendant and at Defendants Special instance and request and being so indebted in consideration thereof afterwards towit on the same day and year aforesaid at the State and Circuit aforesaid undertook and then and there faithfully promised the plaintiff to pay him the said Sum of money when he should be thereunto afterwards requested— Yet the said Defendant altho not ignorant of the promises but contriving &c. hath not as yet at any time paid to the plaintiff the aforesaid sum of money although to pay the same he hath been frequently requested and particularly on the day of And to pay the same the said Defendant hath hitherto altogether failed and refused and yet doth fail and refuse to the plaintiffs damage Five hundred dollars And therefore he sues &c.

Logan & Lincoln p q—

William Mains
vs } Precipe account & Declaration
Isaac Braucher

Filed Aug 18 1841
M. Eastham
pr Jas H. Matheny D C

JUDGMENT, SCIRE FACIAS AND DECLARATION IN THE SUIT OF LINCOLN VS. TURNER, DE WITT CIRCUIT COURT, SEPTEMBER 8, 1841 AND MAY 5, 1842

(Herndon-Weik Collection)

The several documents here reproduced are not dated with the exception of the summons, and are dated as noted. The May term at which Lincoln was granted a scire facias was in 1842, *at which time the case was continued on his motion. The declaration, being a copy of the original, offers no internal evidence of composition by Lincoln, but it is possible that he*

composed and penned it. Clerk Newcomb made no exact transcript of a Logan or Lincoln document, for Lawyer Logan made more frequent use of capital letters than the versatile clerk. As Lincoln appeared as his own attorney in 1841, *it is possible that he penned the declaration. The declarations in cases of trespass were stylized to an extent; and the wording in this one is precisely that which is contained in other Lincoln papers. At times there is the use of extra spacing as used by Lincoln, and the use of parentheses and quote marks with the note is Lincolnesque. It would be unwise to say this declaration was penned by Lincoln, but there is strong circumstantial evidence for a case in favor of such conclusion. The clerk erred in the date of the praecipe, as he penned the file date as of September* 8*th upon the praecipe penned by Lincoln. A duplicate copy of the above document appears in the Herndon-Weik Collection. It differs only in a slight change of paragraphing, and in correctly dating the praecipe as of September* 8*th.*

Two events of major concern to Abraham Lincoln, Whig, fell in the opening days of September, 1841. *On September* 3 *the Senate at Washington passed the second bank bill originated by Sergeant in the House, and destined to be vetoed on September* 9 *by Tyler, despite belated efforts of members of his cabinet to effect a reconciliation between their chief and Clay and his following in Congress.*

On September 4, *another part of Clay's program, a bill which provided for distribution of the proceeds of the public land sales among the states, having passed both houses of Congress, was approved by the President and became a law; but then as now there were many who earnestly contended that Tyler would have better served his country had he vetoed the land act. Clay's main argument in its behalf was that many of the states were deeply in debt—as a matter-of-fact they then owed nearly two hundred millions at home and abroad—and that the proposed distribution would afford them a measure of relief. Instead, it only added a sharper edge to conditions which could only be cured by the exercise of a rigid economy and an unalterable resolve to avoid the making of new debts; and it probably would have failed of passage had not the bankruptcy bill, already described in these notes, kept it company on its way through Congress.*

And also in early September, 1841, *forecast of a new order already on the way, there was numbered in the freshman class at Harvard, thirteen year-old Thomas Wentworth Higginson, who*

in due course was to quit the Unitarian ministry to become a fighting abolitionist, and who in 1863 *with President Lincoln's approval was to be made colonel of the first negro regiment mustered into the Union Army. Another harbinger of things to come, and an event of future import to Abraham Lincoln, on September* 5, 1841, *a pro-slavery mob in Cincinnati destroyed the abolitionist press of James Gillespie Birney, who was to be twice the candidate of his party for the Presidency, and in* 1844 *contribute in chief measure to the defeat of Henry Clay for that office.*

And also a Judgment rendered at the October Term of the Circuit Court of Dewitt County which is in the words and figures following to wit

A Lincoln
vs } Trespass on the Case
Spencer Turner
& William Turner

This day came the plaintiff and the defendant Spencer Turner having been regularly served with process and being Called came not but made default It is therefore ordered by the Court that plaintiff recover of said defendant Spencer Turner the sum of two Hundred and thirteen dollars and fifty cents for his damages by the Clerk assessed and also his costs herein Expended and that he have Execution therefor It is further ordered that a summons in the nature of a scire facias issue against the defendant William Turner directed to the Sheriff of Logan County requiring said defendant to show cause at the next Term why he shall not be made a party to the foregoing Judgment and be in all respects liable to pay the same

And also at the May term of the Circuit Court of said County of Dewitt as follows to wit

A Lincoln
vs } Scire facias to William Turner
Spencer Turner & } to make party to Judgment
William Turner

This day came the plaintiff and on his motion this cause is continued

State of Illinois
County of Dewitt } ss The people of the
State of Illinois

To the Sheriff of Dewitt County Greeting

Whereas Heretofore to wit on the 28th day of September

AD 1841 there was filed in the office of the Clerk of the Circuit Court of the aforesaid county of Dewitt a praecipe in the words and figures following to wit

Abraham Lincoln	)	
vs	}	Trespass on the
Spencer Turner &		Case on promises
William Turner	)	Damage $300.00

The Clerk of the Dewitt Circuit Court will issue process in the above Entitled Cause

Logan & Lincoln p q

and also a certain Declaration in the words and figures following to wit

State of Illinois	)	Of the October term
Dewitt County	}	of the Circuit Court
and Circuit	)	of said County AD 1841

Abraham Lincoln plaintiff complains of Spencer Turner and William Turner defendants in custody &c. of a plea of Trespass on the case upon promises For that whereas the said defendants heretofore towit on the twenty third day of May in the year of our Lord one thousand Eight hundred and forty at Clinton to wit at the county and Circuit aforesaid made their certain promissory note in writing the said William signing his name thus

his
William X Turner
mark

bearing date the day and year aforesaid and thereby then and there promised to pay ninety days after the date thereof to the said plaintiff by the name of A Lincoln the sum of two Hundred dollars for value received and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff the said Sum of Money in the said promissory note specified according to the tenor and effect of the said promissory note and being so liable they the said defendants in consideration thereof afterwards towit on the day and year aforesaid at the county and Circuit aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified according to the tenor and effect of the said promissory note yet the said defendants al-

though often requested so to do have not as yet paid to the said the said Sum of money in the said promissory note specified but so to do have hitherto wholly neglected and refused and still do neglect and refuse

To the damage of the said plaintiff of Three Hundred Dollars and therefore he sues &c Logan & Lincoln p q

(Copy of Note sued on)

"Clinton May 23rd 1840

"Ninety days after date I promise to pay A Lincoln two Hundred Dollars for Value received

Spencer Turner
his
William X Turner
mark"

And also a certain summons in the words and figures following to wit

State of Illinois }
} ss
County of Dewitt }

The people of the State of Illinois to the Sheriff of Dewitt County Greeting you are commanded to summon Spencer Turner and William Turner If found in your county to be and appear before the Circuit Court of Dewitt County on the first day of the next term to be holden at Clinton on the next Thursday after the first Monday of October next to answer Abraham Lincoln of a trespass on the case on promises to his damages three Hundred dollars as he Saith and have you then and there this writ and make due return thereon in what manner you Execute the same

(Seal)

In testimony Whereof I have hereunto set my hand and private seal there being no official seal yet provided of our said Circuit Court this 8 day of September 1841 Danl. Newcomb Clk. John J McGraw D. C.

PRAECIPE IN THE SUIT OF LINCOLN VS. TURNER, DE WITT CIRCUIT COURT, SEPTEMBER 8, 1841

(Herndon-Weik Collection)

Plaintiff and Attorney Lincoln penned the praecipe in this case. The cover notations appear to be in the hand of Clerk Newcomb. Lincoln had penned the notation, "A. Lincoln vs. Turner & Turner Narr," but the words are badly blotted and crossed out. It is difficult to ascertain whether they were smudged, and then blotted out, or were crossed out, and blotted in the process.

Two fateful events, one of which Abraham Lincoln was shortly to read about in the journals subscribed for by Logan & Lincoln, preceded and followed the filing of this praecipe in the suit of Lincoln vs. Turner. In Washington on the evening of September 8, 1841, *there was a dinner weighty in its consequences at which Daniel Webster was host, and John Tyler and Caleb Cushing, the latter another trusted adviser of the President, were guests. There is no record of what took place at this dinner, but there is little doubt of what was the subject, to the exclusion of all others, discussed by host and guests, for the following day the President vetoed the second bank bill which had been passed by Congress on September* 3, *repeating the objections set forth in his first veto, and declaring the new plan in a covert manner authorized the local discounts to which he was inflexibly opposed. The hour had struck for Whig repudiation of John Tyler and all his ways.*

Abraham Lincoln
vs
Spencer Turner &
William Turner

Trespass on the case on promises—
Damage $300—00—

The clerk of the De Witt circuit court will issue process in the above entitled cause—

Logan & Lincoln p. q.

A Lincoln
vs
Spencer Turner
William Turner

Precipe

Filed Sept 8. 1841
Daniel Newcomb clk
John J McGraw Dept clk

SUMMONS AND EXECUTION IN THE SUIT OF LINCOLN VS. TURNER, DE WITT CIRCUIT COURT, SEPTEMBER 13, 1841

(Herndon-Weik Collection)

The words of this summons are those in a printed form, and are not those of Lincoln. There is no handwriting of Lincoln in either the summons or cover notations, but the summons is included here as a part of a case in which Lincoln for five years acted as plaintiff. He had successfully defended Spencer Turner on a murder charge, and his fee for the defense was $200. *It was not paid, and the case was tried against Turner upon October 7,* 1841, *at which time he defaulted, and Lincoln obtained judgment upon his note for* $200. *At the same time, William Turner was ordered to show cause at the next term of the court why he should not be made a party to the suit. Upon May* 5, 1842, *Lincoln acted as his own attorney in the case, and it was continued upon his motion. He was awarded a summons to William Turner upon October* 7, 1842, *and the case was continued. An alias scire facias, or second writ, asking why the judgment should not be enforced was issued upon April* 27, 1843, *and the case once more progressed on its long road. It was again continued at the September term of the DeWitt circuit court, and further continued by consent at the April term of the court. It then dragged on until April* 30, 1846, *at which time both the Turners and Lincoln agreed to dispense with a jury. The court heard the case, and rendered a decision awarding a judgment of* $213.50 *to Lincoln.*

Two days before the summons here reproduced was issued, on September 11, 1841, *at Washington President Tyler approved a bill which assured a much needed increase in the federal revenues by laying a twenty per cent duty on many articles then entirely free or paying less than that amount; and on the same day four members of the Cabinet Tyler had taken over from Harrison—prodded into action by Clay and other Whig leaders—resigned as a protest against the veto of the second bank bill. Three of the resigning members charged that Tyler had committed himself to the bill; Whig journals denounced him for treachery to the party, while coincident with the adjournment of Congress on September* 11, *at the end of a lengthy session practically barren of results, the participants in a Whig caucus issued an angry protest to the people, and read him out of their party*

All of these tokens of animosity no doubt had the approval

of Abraham Lincoln, and it may be that Tyler, as was charged at the time, nursed an ambition to be the founder of a new party and its candidate for President. After the lapse of a century, however, most students of what happened in the summer of 1841 *incline to the belief that the Whig case against him was not a valid one, and that his course was that of a brave and resolute man who was also a staunch believer in state rights. Webster, who had little liking for Clay's methods and ambitions, refused to follow his fellow Whigs out of the Cabinet, and when in May,* 1843, *after noteworthy service, he resigned as secretary of state his parting with Tyler was marked by mutual good will. It is also agreeable to recall that in England on September* 13, 1841, *Richard Cobden and John Bright, two men who a score of years later were to prove stout champions of President Lincoln and his aims, pledged themselves to repeal of the corn laws, and began their long and in the end successful fight to better the condition of the British laborer.*

STATE OF ILLINOIS } The People of the State of Illinois
} ss. to the Sheriff of DeWitt County--
DeWitt County } GREETING:

You are hereby commanded to summon Spencer Turner and William Turner .....
.....
if found in your County, to be and appear before the Circuit Court of DeWitt County, on the first day of the next term to be holden at Clinton on the next Thursday after the first Monday of October next, to answer Abraham Lincoln of a trespass on the case on promises to his damages three Hundred Dollars as he Saith

And have you then and there this writ, and make due return thereon in what manner you execute the same.

In Testimony Whereof, I have hereunto set my hand and private the seal (there being no official seal yet provided) of our said Circuit Court this 8th day of September A. D., 1841

(Seal)

Daniel Newcomb Clerk
John J McGraw—Dept clk

Returned Executed the within by reading to Spencer Turner on the 13th day of September 1841

William Turner Not found
in De Witt County
Sheriff fees
Serving sumons 50
Miledg 15 Miles 87 /2
Returning same 12 /2

$1.50

Abraham Lincoln

vs } Summons

Spencer Turner
William Turner

Filed Sept 25 1841
D Newcomb Clk
J J McGraw D. C.

PUBLISHED NOTICE OF SUIT IN THE CASE OF GENTRY VS. GENTRY, SANGAMON CIRCUIT COURT, SEPTEMBER 21, 1841

(Herndon-Weik Collection)

This petition was a printed document in the newspaper as is shown, but may have been written by Lincoln, for he wrote the other papers in the case, and refers to them in this notice. The certification of publication and printer's fee is penned by the publishers of the paper. The document might be placed at some time about October 15, 1841, *as the publishers refer to this date, but as the notice was first published upon September* 24, 1841, *and dated by Eastham as of September* 21, *it is placed as of that date. The name Gentry has a definite place in the Lincoln history for Allen Gentry was a close friend, and married one of the reputed early loves of the Springfield attorney, while Matthew Gentry was the subject of one of his poems, and James Gentry a close friend to the Lincolns during their stay in Indiana. Upon August* 10, 1841, *Lincoln filed an affidavit to the effect that Thomas H. Gentry resided out of the State of Illinois, and the divorce suit of Mary Ann Gentry was dismissed upon November* 29, 1843, *almost two years after the petition for divorce was published.*

Mary Ann Gentry against Thomas H. Gentry. The com-

plainant having filed her bill or petition in the Sangamon Circuit Court, against the said Thomas H. Gentry for a divorce, and affadavit having been made and filed, setting forth that the said defendant is a non-resident of this State, notice is therefore given to the said Thomas H Gentry of the pendency of this suit, and that he be and appear on the first day of the next term of the Circuit Court, to be holden on the third Monday in the month of November next, at the court house in the city of Springfield, in the county aforesaid, and show cause, if he can, why said divorce shall not be granted.

Logan & Lincoln, for Comp

Springfield, Ill November 15 1841

We certify that the annexed notice was published in the Illinois State Register four successive weeks from September 24 to Octobr 15 1841 inclusive

Walters & Weber
Publishers
M. Eastham, clk.
per J. H. Matheny dep.

Sept. 21, 1841. 8-4w $3
Printers fee $3.00

BILL IN CHANCERY IN THE SUIT OF PETER VS. MARTIN, DE WITT CIRCUIT COURT, SEPTEMBER 25, 1841

(Herndon-Weik Collection)

The original note in this case, which is signed by Matthew K. Martin, and witnessed by William Lavely, is not in the hand of Abraham Lincoln, as is the date of the filing of the above bill, and the signature of Newcomb. The bill, and the lengthy cover notations regarding the parties to the suit came from the pen of Lincoln. He also asked that the subpoena for the defendants be issued. Matthew K. Martin, deceased, met his death at the hands of Spencer Turner, according to the indictment against him, but as referred to in the notes to the summons of September 13, 1841 *in the case of Lincoln vs. Turner & Turner, the attorneys for Turned disproved this.*

To the Honorable the judge of the De Witt circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator Zachariah Peter, that some time previous to the 12th day of

November A. D. 1839, he contracted to sell to one Matthew K. Martin, the East half of the North West quarter of Section *Eleven* in Township Nineteen North of Range Three East of the third Principal Meridian; and also the East half of the South East quarter of Section *Three* in the same Township and Range aforesaid, and both situate, lying and being in the county of DeWitt aforesaid, for the sum of two hundred and ninety dollars thereafter to be paid to your orator by the said Martin: that afterwards, and on the day and year aforesaid, the said Martin paid your orator such a part of said sum as left unpaid thereof, the sum of one hundred and seventyfive dollars, and then gave to your orator his promissory note, payable twelve months after date for the said sum of one hundred and seventyfive dollars, which note is herewith filed, and prayed to be made a part of this Bill— On the same day your orator conveyed to said Martin, by a good and sufficient deed in fee— simple, the first above described tract of land and at the same time gave to said Martin a certain bond by which he bound himself to convey the last above described tract, when the note aforesaid should be paid. Your orator further states that some time in the month of April, and as he believes on the 13th or 14th day thereof A. D. 1840. the said Martin died, leaving the following named heirs at law, towit: Levina Martin his widow; James Martin, John Martin, Tillman Martin, David Martin, Elizabeth Martin, Alexander C. Martin, and Samuel P.. Martin, children, and minors, all of whom, together with John Lane, who has been duly appointed administrator of the estate of the said Matthew K. Martin deceased, your orator prays may be made defendants to this Bill— Your orator further states, that said note or any part thereof, although long since due, has never been paid; and that the personal property of said estate is wholly insufficient to pay the same or any part thereof—

By means of all which he states that he has a lien upon the lands aforesaid for the payment of the note aforesaid and interest thereon accrued; and he therefore prays that the People's writ of Subpoena may issue for all the said defendants; and they be required to answer &c. and that on a final hearing of this cause your Honor will decree that the amount of said note and interest be paid him out of the estate of the said deceased and that the equity of each and all of the said defendants in and to the said lands be forever barred and foreclosed; and that the same be sold, by a commissioner to be by your Honor appointed for that purpose, to pay and satisfy the same and that your Honor will

grant such other and further relief as equity may seem to require, and as in duty bound &c.

Logan & Lincoln, for
complainant—

NOTE SUED ON

"$175.00/100 Twelve months after date I promise to Zachariah Peter the sum of One hundred and seventy five dollars without defalcation for value received this 12th day of November A D 1838

Matthew K Martin

Witness Wm Lavely"

Zachariah Peter

vs } Bill in chancery

Levina Martin
James Martin
John Martin
Tillman Martin
David Martin
Elizabeth Martin
Alexander C. Martin
Samuel P.. Martin &
John Lane—
Filed 23rd day of Sept 1841
Daniel Newcomb clk

Let a Subpoena in chancery issue in the above cause—

Logan & Lincoln for
complainant

TRANSCRIPT OF PLEAS IN THE SUIT OF AVERILL & LOWELL VS. FIELD, TAZEWELL CIRCUIT COURT, SEPTEMBER 25, 1841

(Herndon-Weik Collection)

These transcripts and the certification of the pleas as true copies are in the hand of John A. Jones, but it is evident from the signature of Lincoln for the defendants that the transcripts were copies of a plea filed by him during the September term of the Tazewell circuit court. The writing is that of Jones; the words in the plea are those of Lincoln. The case was tried at

the September term of 1841, *with Lincoln as attorney for Averill & Lowell. Judgment was rendered in favor of Field, whereupon Lincoln, as attorney for Averill & Lowell, appealed to the Supreme Court of Illinois.*

And on September 27, 1841 *two days after this transcript was filed by Clerk Jones in the Tazewell circuit court, at Washington David Glasgow Farragut was made a commander in the Navy, and a little later sailed on the frigate Delaware for the Brazil station. Born in Eastern Tennessee, Farragut had entered the Navy as a midshipman at the age of ten and in* 1841 *already had to his credit thirty years of service in many seas. He was promoted to the rank of captain in* 1855, *and when six years later Fort Sumter was fired upon was on duty at the Norfolk Navy Yard. Like George Henry Thomas he promptly elected to remain loyal to the Union and sought refuge in the North. It is probable that up to that time Abraham Lincoln knew little or nothing of Farragut's existence, but Gustavus Vasa Fox, Lincoln's assistant secretary of the navy was familiar with his quality and saw to it that in January,* 1862, *he was made commander of the fleet which late in April captured New Orleans.*

Riley Averill &
Alfred Lowell
avs
Spencer Field
} In Assumpsit

And the said Defendants come and defend the wrong and injury, when, where &c and say Plaintiff actio non, as to the first count of the plaintiffs declaration, because they say that the said plaintiff and the said defendants, on the twenty first day of February in the year of our Lord one thousand eight hundred and thirty seven, at the county aforesaid, made and executed their certain writing under Seal in the words and figures following, to wit:

This agreement made and entered into, this twenty first day of February, 1837 between Spencer Field, Riley Averill and Alfred Lowell all of the county of Tazewell witnesseth that the sd. Field has this day sold to the sd. Averill and Lowell one undivided half of Field's addition to Pekin with the exception of Blocks five, nine, eleven, sixteen, twenty and twenty two, and that the sd. Field has executed a deed to sd. Averill and Lowell of sixty lots with his express understanding that the said Averill & Lowell Shall pay to the sd. Field one half of the proceeds of

all sales they make of sd. lots, and the said Field agreed upon his part to pay to the sd. Averill and Lowell one half the proceeds he the said Field shall or may receive from the remaining sixty lots—To this the above, the parties hereby bind themselves in the penal Sum of five thousand dollars—And the Said Field further agreed that for the payment of two notes which he had this day received of the sd Averill and Lowell, one for four hundred dollars payable in six months from date, the other for three hundred dollars payable in twelve months from date, that, he will wait for the payment of said notes until an amount shall be sold of the above lots equal to the amount of the notes—

Spencer Field (Seal)
Riley Averill (Seal)
Alfred Lowell (Seal)

And the defendants aver that the note in the said first count of said plaintiffs declaration mentioned is one of the identical notes mentioned in said writing under Seal; that by said writing under Seal the said plaintiff agreed that he would wait for payment of said note until an amount should be sold of the lots in said writing under seal mentioned equal to the amount of the notes in Said writing mentioned; that said Defendants had not sold an amount of said lots equal to the amount of the notes in said writing mentioned, at the time when this suit was commenced; nor had they at that sold any of said lots whatever. And this they are ready to verify. Wherefore they pray Judgment &c.

Lincoln for De.

Endorsed and filed 25 Sept 1841
J. A. Jones
clk

State of Illinois }
} s s
Tazewell County }

I, John A. Jones, clerk of the Circuit Court in and for said County, do hereby certify that the foregoing is a true, full, and perfect transcript of the plea filed in an action of assumpsit, which was determined by the Circuit Court aforesaid at the last September term thereof, wherein Spencer Field was plaintiff and Riley Averill and Alfred Lowell were defendants, which case was by said Averill and Lowell appealed to the Supreme Court and which is the only case between the same parties ever *appealed*

to the Supreme Court from the Circuit Court aforesaid, and which case is the same mentioned in and referred to in the Writ of Certiorari hereto attached.

In Testimony whereof I have hereunto set my hand, and affixed the Seal of said Circuit Court at Tremont, this Twenty Fourth day of December in the year of our Lord one thousand eight hundred and forty one

John A Jones
Clerk

ANSWER OF GUARDIAN AD LITEM AND DECREE IN THE SUIT OF PETER VS. WIDOW AND HEIRS OF MARTIN, DE WITT CIRCUIT COURT, OCTOBER 8, 1841

(Herndon-Weik Collection)

This answer is in the hand of Lincoln, but is signed by Emmerson. Abraham Lincoln wrote the name as "Emmerson," and this seems to be accepted spelling, but the guardian signed most distinctly with one "m" and not two in his name. Except for the date of filing penned by Newcomb, the cover notations were written by Lincoln. Emmerson, the guardian ad litem, was an associate of Lincoln in practice before the circuit courts, and the Supreme Court of Illinois. An able lawyer, he was co-counsel with Lincoln in the Supreme Court case of Benedict vs. Dillehurst, but opposed him at times, as the legal papers reveal. The name, "John J. McGraw" in the decree appears to have been inserted by the clerk, in the clause, "and that John J. McGraw, be appointed a commissioner to execute this decree; . . ." The clerk also wrote in the word, "ten," in the phrase, "including the sum of ten dollars," and penned the file date of the decree. All other material in the written decree is from the pen of the lawyer for Peter, Lincoln. The document is an excellent example of the care shown by him in most of his legal papers.

The case against Peter was continued on the motion of the plaintiff on May 5, 1842, *when the commissioner was ordered to execute the court decree of October* 8, 1841. *It was again continued on October* 6, 1842, *at which time the commissioner was given leave to execute a deed to Peter. It was continued a third time until April* 25, 1844, *when the available records cease. Martin may be recalled as the central figure, if a dead man can be called such, of the noted trial of the People vs. Turner. This case was to compel Attorney Lincoln to engage in another suit to collect his fee for services well rendered.*

The first days of October, 1841, *were marked by other developments charged with interest for Abraham Lincoln always alert to the fortunes of the Whig party. Henry Clay's candidacy for the Whig nomination for President in* 1844 *was now in full swing. Lincoln could note with satisfaction that many of the journals which reached Springfield had already declared in his favor, and by May,* 1842, *the Intelligencer published in Clay's home town could proudly announce that "papers throughout the whole land, north, south, east and west are nominating Henry Clay for the next Presidency."*

It seemed impossible that any new obstacle could intervene between the Whig leader and a long-sought goal. But there were now and again omens of rocks ahead which may also have come to the notice of Lincoln. Thus, on October 7, 1841, *James K. Polk submitted his final message as governor of Tennessee to the legislature of that state. The slavery question was a subject which in the past Polk had usually avoided, but now, a hopeful aspirant for the Democratic nomination for Vice President in* 1844, *he declared that as a public man he would "brook no outside interference with the domestic institutions" of the South. Less than three years later, Polk was to win not second but first place on the Democratic ticket, and on a new phase of the slavery question, the proposed annexation of Texas, was to defeat Clay at the polls.*

A diligent reader of the newspapers, Lincoln, in the closing months of 1841, *must have studied with care the final phases of what was known as the "Caroline affair." In the last days of December,* 1837, *the Caroline, a steamer owned by citizens of Buffalo, which had carried men and supplies to a band of Canadian insurgents encamped on Navy Island in the Niagara River, had been attacked by Canadian troops; one of its crew, a citizen of the United States, killed, and the steamer set on fire, and allowed to drift over the rapids to the falls. Both the Canadian and British governments approved the attack on the Caroline, but the Van Buren Administration and the governor of New York angrily resented it, and there arose serious prospect of war. The affair was still unadjusted when Webster became secretary of state. Meanwhile in November,* 1840, *one Alexander McLeod, who had been a deputy sheriff in Canada, came over into New York, and when in his cups, boasted that he had been of the party that attacked the Caroline and that it was he who had killed a member of her crew. McLeod was promptly arrested and indicted for murder, and, although the British government sternly*

demanded his release, kept in jail until he could be brought to trial—a delicate situation which demanded the exercise of a full measure of tact, patience and skill by Secretary Webster. "If a mob should attack McLeod," the latter wrote to Tyler in July, "war would be inevitable in ten days." Happily, at McLeod's trial at Utica, the defence was able to establish an alibi which proved him only a vain boaster, and he was acquitted and set at liberty on October 12, 1841. *It is not known how Lincoln regarded this outcome at the moment, but when twenty years later as President he had to face and master a somewhat similar situation arising from the capture of Mason and Slidell he might, with good reason, have remarked to his own secretary of state that Webster had never better served his country than in his shrewd handling of the Caroline affair.*

The answer of Charles Emmerson, guardan ad litem, of James Martin, John Martin, Tillman Martin, David Martin, Elizabeth Martin, Alexander C. Martin and Samuel P.. Martin, to a bill in chancery filed against them and others by Zachariah Peter—

This Respondent saving, reserving &c. for answer to said bill says he has examined said bill and the exhibit therewith filed, and that he knows of no reason consistent with the interest of his said wards why the prayer of said bill should not be granted—

Charles Emerson
Guardian ad litem &c.

Peter
vs
widow &
heirs of
Martin

Answer of
guardian—

Filed Oct 8th 1841
D Newcomb clk

Zachariah Peter
vs
The widow, heirs
and administra-
tor of Matthew
K. Martin deceased

In Chancery—

This day came the complainant, and it appearing to the court that all the defendants, towit, Levina Martin, James Martin, John Martin, Tillman Martin, David Martin, Elizabeth Martin, Alex-

ander C. Martin, Samuel P.. Martin, and John Lane, had been regularly served with process, and they being three times solemnly called came not, but made default; it is therefore decreed by the court that the complainant's bill be taken for confessed, as against the said Levina Martin and John Lane; and Charles Emmerson, having been appointed guardian ad litem to the said James Martin, John Martin, Tillman Martin, David Martin, Elizabeth Martin, Alexander Martin, and Samuel P.. Martin, and having filed his answer to said bill saying that he has examined said bill and the exhibit therewith filed, and that he knows of no reason consistent with the interests of his said wards why the prayer of said bill should not be granted, It is therefore ordered by this court that the said John Lane, as administrator of Matthew K. Martin deceased pay to the said complainant the sum of one hundred and eighty four dollars, and sixtytwo cents (being the amount of the note and interest in the said bill mentioned) together with interest thereon at the rate of six per cent per annum from and after the twelfth day of this present month: and that if payment of the same be not made within sixty days from this date, the interest of all the said defendants, in and to the lands in said bill mentioned and described, towit the East half of the North West quarter of Section *Eleven* in Township Nineteen North of Range Three East of the Third Principal Meridian, and also the East half of the South East quarter of Section Three in the same Township and Range aforesaid and both situated lying and being in the county of DeWitt, be forever barred and foreclosed, and that the same be sold to pay the sum aforesaid, and interest thereon, and also the cost of this suit; and that John J. McGraw, be appointed a commissioner to execute this decree; and whose duty it shall be after the expiration of the sixty days aforesaid, in case said sum of money and interest shall not then be paid, to sell said lands at public vendue for cash in hand, having first given twenty days public notice of the time and place of said sale, in the same manner as is done in the case of the sale of lands under execution; to convey said land to the purchaser thereof to pay the costs of this suit, including the sum of ten dollars to himself as commissioner herein, to pay the remainder of the proceeds to the said complainant, unless the same exceed the sum and interest herein decreed to be paid him; in which case to pay the overplus to the said John Lane; and to report his proceedings herein to this court—

Peter
vs
widow &
heirs of
Martin
Filed Oct 8" 1841
Daniel Newcomb clk
John J McGraw D C..

Decree—

INDENTURE: THOMAS AND SARAH LINCOLN AND ABRAHAM LINCOLN, OCTOBER 25, 1841

On October 25, 1841 *Thomas Lincoln sold to his son Abraham, the* 40*-acre tract described in the following instrument,* $200.00 *being the purchase price. The original of the attendant indenture is in the Grand Army Hall, Chicago, Illinois. It shows that, mindful of the improvident and self-indulgent ways of his stepbrother, John D. Johnston, Abraham Lincoln saw to it that his father and step-mother should not lack a home during the remainder of their days.*

This indenture made this twenty-fifth day of October in the year of our Lord one thousand eight hundred and forty-one by and between Thomas Lincoln and Sarah his wife, of the County of Coles and State of Illinois party of the first part and Abraham Lincoln of the County of Sangamon and State aforesaid of the second part,

WITNESSETH:

That the said party of the first part for and in consideration of the sum of Two Hundred Dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain and sell unto the said party of the second part, his heirs and assigns forever all their right title, interest and estate in and to the Northeast fourth of the Southeast quarter of Section Twentyone in Township Eleven North Range Nine East containing forty acres more or less, reserving however the exception, use and entire control of said tract of land and the appurtenances thereunto belonging to the said party of the first part and to the survivor of them during both and each of their natural lives to have and to hold to the said party of the second part his heirs and assigns, forever subject to the reservation aforesaid the above described tract or parcel of land

aforesaid together with all and singular the privileges and appurtenances thereunto belonging.

IN TESTIMONY WHEREOF the said party of the first part have hereunto set their hand and seals the day and year above written.

Thomas Lincoln (Seal)
her
Sarah X Lincoln (Seal)
mark

BOND GIVEN BY ABRAHAM LINCOLN TO JOHN D. JOHNSTON, OCTOBER 25, 1841

(Herndon-Weik Collection)

Despite the fact that this deed contains the signature, "A. Lincoln," and his seal, none of it appears to be in his hand. There is a distinct separation between the letters "h" and "n" in the word Johnston, which is almost identical with a like separation in the signature of J. D. Johnston. The letter "D" in "John D Johnston" in the deed and the "D" of the signature of J. D. Johnston are identical in form. Although such similarities are not conclusive evidence, it would appear logical to conclude that John D. Johnston, the step-brother of Abraham Lincoln, wrote the terms of the deed, and his assignment of the title bond. The paragraph signed by D. F. Hawks is in a different hand than the rest of the document, and the "A Lincoln" differs from the signature to the deed. The frequent misspelling of words and the careless use of capital letters in the document are not characteristic of the writings of Lincoln. The document appears to be in the words of Lincoln, but not in his hand. Lincoln purchased the land from his father, Thomas and his stepmother, Sarah, upon October 25, 1841. *Thomas Lincoln had purchased it from his stepson, John D. Johnston, for fifty dollars, upon December* 31, 1840. *This* 40*-acre tract was never sold or disposed of by Lincoln. An affidavit filed May* 7, 1888, *shows that John J. Hall, a second cousin, had become the owner by undisputed possession for more than twenty years. The original of the document here reproduced is in the Grand Army Hall, Chicago, Illinois.*

Whereas I have purchased of Thomas Lincoln and his wife the North East fourth of the South East quarter of Section Twenty one in Township Eleven North of Range Nine East for

which I have paid them the sum of two hundred Dollars and taken their Deed of Conveyance for the same with a Reservation of a Life Estate Therein to them and the Survivor of them Now I bind myself my heirs and assigns to convey said tract of Land to John D. Johnston or his at any time after the Death of the Survivour of the said Thomas Lincoln and wife and the Same May be paid without interest except after the death of the Survivor as aforesaid.

Witness my hand and seal this 25th of October A D 1841

A Lincoln (Seal)

for value Received I assigned the within title Bond to John J. Hall for the Sum of fifty to me paid in hand the Rest of which is Hereby acknowledged

J D Johnston

A Lincoln title bond filed December 1851 N Ellington ck Recorded Examiner December 3rd 1851 in Book No 1 on page 43 this is a trew coppy

D F Hawks

PRAECIPE AND AFFIDAVIT IN THE SUIT OF PURKAPILE VS. HORNBUCKLE, MENARD CIRCUIT COURT, NOVEMBER 1, 1841

(Herndon-Weik Collection)

This affidavit, praecipe and some of the cover notations are in the hand of Lincoln. Clerk Dresser, signed for John Purkapile who made his mark, and the clerk penned the date of filing, and No. 3 *upon the cover of the document. The writ of replevin was an order for the return of goods unlawfully taken, as was maintained in the case of the gelding of Purkapile. The mention of the declaration being transmitted upon November* 1, 1841, *would indicate that it was filed upon the same day as the affidavit. The case was first brought before the court upon November* 8, 1841, *and was continued to the March and June terms of* 1842. *Upon June* 15, 1842, *Logan & Lincoln lost the case, for the jury did not have faith in the affidavit of Purkapile, or at least did not show it by awarding the "dark horse" to the defendant in the case.*

The first week of November, 1841, *was attended by two events of future meaning for Abraham Lincoln. On November* 1 *a log cabin on the present site of St. Paul was dedicated to St. Paul—one of the beginnings of a state that in* 1860 *was to give its electoral vote to Lincoln. A few days later by election to*

the New York Legislature Horatio Seymour of Utica, once described by James G. Blaine as "one of the most elusive and illusive" of the public men of his period, began the career which was to make him twice Democratic governor of his state and an unsuccessful candidate for President. It was during his second term as governor which began in 1863 *that Seymour, all his days a champion of state rights, was to prove a major and recurring source of annoyance and confusion to President Lincoln.*

State of Illinois }
Menard county } s s

John Purkapile, who is about to commence action of Replevin in the circuit court of the county aforesaid, being first duly sworn, states on oath that, he is owner of a certain black gelding which has been wrongfully taken, and is wrongfully detained by the said Hornbuckle, and that the said horse has not been taken for any tax, assessment, or fine, levied by virtue of any law of this State; nor seized under any execution or attachment against the goods and chattels of said John Purkapile, liable to execution or attachment—

his
Taken & subscribed before me this 1st day of November A. D. 1841 — John X Purkapile mark
Nathan Dresser Clk

John Purkapile
vs
Tilman Hornbuckle — Replevin

The clerk of the Menard circuit court will please have the plaintiff in this case to subscribe and swear to the affidavit on the reverse side hereof, and upon his giving the necessary bond, issue a writ of Replevin, for the horse described in the affidavit; and also file the declaration herewith transmitted—

Logan & Lincoln p. q

Purkapile
vs — Precipe, Affidavit
Hornbuckle
Filed Nov. 1st 1841
N. Dresser Clerk
No. 3

PRAECIPE AND DECLARATION IN THE SUIT OF HERNDON VS. CUTTER, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1841

(Herndon-Weik Collection)

This declaration, praecipe, and quoted notes are in the handwriting of Lincoln. He penned the cover notations also, with the exception of the date of filing which was the work of Clerk Eastham. The use of the dash after the word, "so," in the phrase, "and being so— liable," is not characteristic of the legal papers of Lincoln. The wording of this paper differs slightly from those penned in such cases by him, in use of the words, "to pay the same or any part thereof," after the words, "neglects and refuses," which are the usual words before the final charge of damages to the plaintiff.

State of Illinois Sangamon county & circuit	ss	Of the November term of the Sangamon circuit court, in the year A. D. 1841—

John R. Herndon, Administrator of all and singular the goods and chattels rights and credits of John Wilson deceased, plaintiff, complains of Seth R. Cutter, defendant, in custody &c. of a plea of Trespass on the case upon promises: for that whereas as heretofore, and in the lifetime of the said Wilson since deceased, towit, on the second day of December in the year of our Lord one thousand eight hundred and twentytwo, at Cincinnati, to wit at the county and circuit aforesaid, made his certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay, six months after the date thereof, to the said Wilson or order, the sum of two hundred and twenty dollars for value received, and then and there delivered the said promissory to the said Wilson; by means whereof and by force of the statute in such case made and provided the said defendant then and there became liable to pay to the said Wilson in his lifetime, since deceased the said sum of money in the said promissory note specified, according to the tenor and effect of said note; and being so— liable, he the said defendant, in consideration thereof, afterwards towit, on the day and year aforesaid, at the county and, circuit aforesaid, undertook, and then and there faithfully promised the said Wilson in his lifetime to pay him the said sum of money in the said promissory note specified according to the tenor and effect of said note—

Yet the said defendant, not regarding &c. but contriving &c.

County, Instanter, to testify and the truth to speak in behalf of to deceive and defraud the said plaintiff as administrator as aforesaid after the death of the said Wilson (to which said plaintiff, after the death of the said Wilson, towit on the second day of November A. D. 1841, at the county and circuit aforesaid administration of all and singular the goods and chattels rights and credits which were of the said Wilson deceased at the time of his death, who died intestate by the Probate Justice of the Peace in and for the county aforesaid, in due form of law was granted in this behalf) hath not as yet paid the said sum of money in the said note specified or any part thereof to the said Wilson in his lifetime, or to the said plaintiff administrator as aforesaid since the death of the said Wilson (although often requested sotodo) but so to do hath hitherto wholly neglected and refused and still neglects and refuses, to pay the same or any part thereof to the said plaintiff, administrator as aforesaid—To the damage of the said plaintiff as administrator as aforesaid of six hundred dollars and therefore he brings his suit &c.

And the said plaintiff brings into court the letters of administration of the said Probate Justice of the Peace aforesaid which give sufficient evidence to the said court here of the grant of administration to said plaintiff as aforesaid, the date whereof is the day and year in that behalf above mentioned—

Logan & Lincoln p. q

(Copy of note sued on)

"Cincinnati Decr 2d 1822

Six months after date I promise to pay to John Wilson or order two hundred & twenty dollars for value recd

Seth R,. Cutter"

John R. Herndon, administrator of all and singular the goods and chattels —rights and credits of John Wilson deceased	Trespass on the
vs	case upon promises
Seth R. Cutter	Damage $600—

The clerk of the Sangamon circuit court will issue process herein—

Logan & Lincoln, p. q

John R. Herndon, adm.. &c.	
vs	Precipe &c.
Seth R. Cutter	Declaration

Filed Nov 3. 1841

M Eastham ck

pr J H Matheny D. C.

DECLARATION IN THE SUIT OF CAMPBELL VS. SMITH, SANGAMON CIRCUIT COURT, NOVEMBER 5, 1841

(Herndon-Weik Collection)

The first of these documents is not in the hand of Lincoln but he wrote the complete declaration and cover notations with the exception of the filing date. Attorney Lincoln moved upon November 17, 1841 *that the defendant, Smith, plead his case the following day, and the court so ruled. Upon November* 18, 1841, *Logan & Lincoln obtained judgment by default in the case of Campbell vs. Smith. The spelling of "until" with the double "ll" was common and accepted in Lincoln's day. The description of land which concludes the declaration is in the hand of Lincoln entirely.*

While Lincoln was busy with the suit of Campbell & Campbell in another part of the country another lawyer of ability and future eminence was about to engage in a case which could not have escaped the sober attention of the junior member of the firm of Logan & Lincoln. The lawyer was Judah P. Benjamin of New Orleans on the way to become a member of the federal senate and secretary of state of the Confederacy, and the case had to do with what was known as the Creole mutiny—an incident which holds a tragic place in the annals of the anti-slavery movement.

In the fall of 1841 *the Creole, an American brig, was on its way from Hampton Roads to New Orleans with a cargo of tobacco and more than a hundred slaves. Midway of the voyage the negroes revolted, killed some of the officers, and headed for the British port of Nassau, where the officials held nineteen of the mutineers but let the others go free. Daniel Webster. then secretary of state, vainly demanded the extradition of the negroes. whose owners employed Benjamin to look after their interests, and the matter was in dispute between the two governments for a dozen years. Finally in* 1853 *the case was referred to a joint claims commission, and an umpire awarded* $110,000 *to the United States which Great Britain paid—a few months before an aroused Abraham Lincoln registered his righteous and in the end effective protest against the repeal of the Missouri Compromise.*

Articles of agreement ventured in to between Lewis Campbell of the one part & Benjamin Smithe of the other part the said campbell agrees to deed a certain tract of land to said Smith & L. C. Lacey & the said Benjamin Smith on his part agrees to pay two hundred & fifty Dollars to Said Campbell in Carpenters work to be commenced Sept 1st & to go on as long as said Campbell wants to work untill paid &c

Lewis Campbell
Benjamin Smith

	100	108.50	
Article	8	14 00	
Between			
	800	94.50	
L Campbell	50	12	
&			
Benjamin Smith	850	282	
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			86

State of Illinois } s s Of the November term of the circuit court of said county
Sangamon county } A. D. 1841—

DECLARATION

Lewis Campbell, plaintiff, complains of Benjamin Smith defendant, in custody &c of a plea of Tresspass on the case upon promises. For that whereas heretofore, towit, on the twenty-seventh day of June in the year of our Lord one thousand eight hundred and forty, at the county aforesaid, the said plaintiff at the special instance and request of the said defendant, bargained with the said defendant to deed to said defendant and one Clawson Lacy, a certain tract of land, and in consideration thereof, the said defendant then and there agreed to pay the said plaintiff two hundred and fifty dollars in carpenter's work to be commenced on the first day of September then next ensuing and to go on as long as the said plaintiff should want to work untill paid— And the plaintiff avers that he did on the day and year first aforesaid, at the county aforesaid, convey, by a deed in fee simple duly executed the certain tract of land aforesaid (A) to the said defendant and the said Clawson Lacy—

And although the said time for the commencement of said carpenter's work, as aforesaid, has long since elapsed; and the said plaintiff has always been ready to and willing to accept and receive said carpenter's work, towit, at the county aforesaid: yet the said defendant, did not, nor would at the time aforesaid, or at any time afterwards, commence and complete the said carpenter's work, or any part thereof for the said plaintiff; but wholly neglected and refused so to do; whereby the said plaintiff has lost and been deprived of divers great gains and profits which might and otherwise would have arisen and accrued to him from the commencement and completion of the said carpenter's work for the said plaintiff as aforesaid, towit, at the county aforesaid— To the damages of the said plaintiff of four hundred dollars, and therefore he brings his suit &c.

Logan & Lincoln p. q.

Campbell
vs
Smith
} Declaration

Filed Nov. 5, 1841
M Eastham
pr J H Matheny

DECLARATION IN THE SUIT OF LEWIS VS. GOODAN, SANGAMON CIRCUIT COURT, NOVEMBER 15, 1841

(Herndon-Weik Collection)

Lincoln drew this declaration, quoted notes, and some of the cover notations. Clerk Eastham, scrawled, in usual fashion, the date of filing and the names of Eastham and Matheny. Lincoln contrived an unusual and unique spelling of the word, "although," going far afield to write it as "althouth." The paper reveals an unusually clear use of extra spacing, almost to the point of exaggeration, and should prove an interesting study for those who note the methods used by Lincoln in penning his legal papers, but one can never count upon him to use the same spacing, punctuation, or wording. Possibly he delighted in changing monotonously formal wording, but the papers conform to the pattern of the day in most cases. It was Abraham Lincoln who offered his own touch to his legal documents. He and his partner, Logan, represented Lewis, who obtained a judgment by default upon November 18, 1841.

State of Illinois } ss Sangamon county } Of the November Term of the circuit court of said county A. D. 1841—

Thomas Lewis, plaintiff complains of David G. Goodan defendant in custody &c of a plea of trespass on the case upon promises— For that whereas the said defendant, heretofore towit on the tenth day of August in the year of our Lord one thousand eight hundred and forty, at Springfield, Illinois, towit, the county aforesaid, made his certain promissory note in writing bearing date the day and year aforesaid, signed "D. C. Goodan" and thereby then and there promised to pay one day after the date thereof to the said plaintiff the sum of thirtytwo dollars and fortyfour hundredths of a dollar, for value received, with interest at twelve per cent— and then and there delivered the said note to the said plaintiff; by means whereof, and by force of the statute in such case made and provided, the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said note specified according to the tenor and effect of said note; and being so liable, he the said defendant in consideration thereof afterwards towit, on the day and the year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said plaintiff

the said sum of money in the said note specified according to the tenor and effect thereof—

And whereas also afterwards towit on the second day of June in the year of our Lord one thousand eight hundred and fortyone, at the county aforesaid the said defendant was indebted to the said plaintiff in the further sum of eightyone dollars and thirtysix cents for so much money before that time paid laid out and expended by the said plaintiff to and for the use and benefit of the said defendant, and at the special instance and request of the said defendant, and being so liable, he the said defendant in consideration thereof afterwards towit on the day and year last aforesaid, at the county aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the sum of money last aforesaid when he should be thereunto afterwards requested—

Yet the said defendant (althouth often requested so to do) hath not as yet paid to the said plaintiff the said sums of money above mentioned or either of them or any part thereof; but so to do hath hitherto wholly neglected and refused, and still does neglect and refuse— To the damage of the said plaintiff of two hundred dollars and therefore he brings his suit &c

Logan & Lincoln p. q

(Copy of the note sued on)

"$32.44/100 Springfield, Illinois August 10th 1840

One day after date I promise to pay to the order of Thomas Lewis Thirtytwo dollars 44/100 for value received with interest at twelve per cent—

D. C. Goodan"

(Copy of apct)

David C. Goodan

To Thomas Lewis Dr.

1841—July 1st To cash paid, as your security as principal and interest on your note of July 1st 1840 to Wallace & Diller $81.36.

Thomas Lewis

vs } Declaration

David C. Goodan

Filed Nov 15. 1841

M Eastham

pr J H Matheny D C

AGREEMENT BETWEEN KING, BUTLER AND MOFFETT DRAWN BY LINCOLN

All of this document except the signatures is in Lincoln's handwriting. On November 17, 1841, *Joseph Torrey and Frank L. King trading under the name of J. Torrey & Company had secured a judgment by confession against Folsom Dorsett for* $636.21.

Whereas William Butler and Thomas Moffett are sureties on a certain promissory note for the sum of three hundred dollars with twelve per cent interest from date until paid payable to P. C. Latham three weeks after date and being date Sept. 22, 1839 to which note Joseph Torrey & Co. are principals and of which firm I am a member and have assumed to pay said note. Now therefore to secure said Butler and Moffett from paying said note or any part thereof I transfer all book accounts due to me to them and for the same purpose I assign to them the notes of which the following is a list. (Here is given a list of seventy-one debtors with the amount due from each of them).

And for the same purpose I transfer to said Moffett and Butler a judgment in the Sangamon Circuit Court in favor of said Joseph Torrey & Co. against Folsom Dorsett for the sum of $636.21 cents rendered Nov. 17, 1841.

Said accounts notes and judgment are to be in the custody and control of Turner R. King as the mutual agent of the parties who is to collect the money due thereon as fast as possible and apply the same to the payment of the note first mentioned, and to return the surplus if any to me.

In testimony whereof I hereunto set my hand this 27th day of April 1842.

F. L. King
By T. R. King

RECEIPT OF LINCOLN TO JOHN BRODIE, NOVEMBER 17, 1841

(Lincoln National Life Foundation Photostat)

John Brodie to whom Lincoln gave this receipt was a well-known Sangamon county pioneer. It reveals Lincoln's care in all of his financial transactions. Although there is no definite evidence given in the receipt, it seems probable that the fee referred to was that charged by Lincoln in the case of Archibald Hood vs. John W. Gray. See the documents for Feb-

ruary 6, 1840 *and March* 5, 1840 *for the parts played by Lincoln and Douglas in the case of Hood vs. Gray.*

Received, Springfield, Nov. 17th, 1841 of John Brodie, administrator of Archibald Hood deceased, ten dollars. being in full for a fee which said Hood owed me, and also the only debt he owed me.

A. Lincoln.

ASSIGNMENT AS PART OF THE JUDGMENT OF MAINS VS. BRAUCHER TO LOGAN & LINCOLN IN PAYMENT OF LEGAL FEE, NOVEMBER 20, 1841

(Herndon-Weik Collection)

This assignment of thirty-six dollars was penned by Attorney Lincoln, and signed by the client of Logan & Lincoln, one William Mains. The figures appear to be in the hand of Lincoln, although the figure "6" is not characteristic of him. Lincoln argued the case for Mains against Braucher upon November 18, 1841 *and the following day a jury awarded damages of* $186.00. *Upon November* 30, 1841, *an appeal to the Supreme Court of Illinois was granted to Braucher.*

Mains
vs. } Judgement
Isaac R. Braucher

For value received I assign to Logan & Lincoln thirtysix dollars in the above entitled judgement

Nov. 20th 1841. William Mains

	300	60
		10
150—	600	——
	——	600
	900	

REPLICATION IN THE SUIT OF HERNDON VS. CUTTER, SANGAMON CIRCUIT COURT, NOVEMBER 25, 1841

(Herndon-Weik Collection)

This replication was filed in the handwriting of Lawyer Lincoln, as were the cover notations, with the exception of the date of filing. The division of "wherefore" into "where fore" is due to the fact that Lincoln had reached the margin of his page

with the word, "where." Precludi non is a term in pleading, and is a technical allegation contained in a replication which denies the defendant's plea, or confesses it and avoids it. The plaintiff, John R. Herndon, has received previous notice as J. Rowan Herndon, cousin of William H. Herndon. Lincoln had resided with Herndon at New Salem. Herndon filed his declaration upon November 3, 1841, *and the defendant made answer in his plea of November* 21, 1841. *The replication below followed, and upon April* 8, 1842, *a jury of six awarded Herndon a judgment of* $475 *and costs.*

John R. Herndon
administrator &c.
vs.
Seth R. Cutter

And the plaintiff comes, and as to the said defendant's plea by him secondly above pleaded, says, *precludi non,* because he, says that the said defendant did, within five years next before the commencement of this suit, promise to pay to the said plaintiff the said sum of money specified in the note in plaintiff's declaration mentioned together with the interest thereon accrued; and this he is ready to verify; where fore he prays judgement &c.

Logan & Lincoln p. q

Herndon
admr &c.
vs
Cutter
Replication
Filed Nov 25. 1841
M Eastham
pr J H Matheny D. C.

PLEAS IN THE SUIT OF ABBOTT VS. PRIMM & LINDSAY, SANGAMON CIRCUIT COURT, NOVEMBER 26, 1841

(Herndon-Weik Collection)

The words "General Replication by Consent," in this document were penned by Attorney Campbell, and signed by him, upon two occasions. M. Eastham wrote the date of filing, but Lincoln penned the other cover notations, and his hand was responsible for the complete plea of the defendants. In the second paragraph of this document he followed the words, "because they say that," with the three words, "the note in," but crossed them out, as he had thought ahead of his pen.

John L. Primm &
John P. Lindsay
ads
Elizabeth Abbott
} Trespass on the case upon promises—

And the said defendants come and defend the wrong and injury when where &c. and say *actio non* because they say that the note in the said plaintiffs declaration mentioned, was given without any good and valuable consideration, and this they are ready to verify wherefore they pray judgement &c.

Logan & Lincoln p. d.

And for further plea in this behalf the said defendants say *actio non* because they say that in the consideration of the note in the said plaintiffs declaration mentioned has wholly failed in this, towit: That said plaintiff, as guardian of Martha Abbott & Mary Abbott, infant heirs of Isaac C. Abbott, deceased obtained a decree of the Sangamon circuit court, to sell the West half of the North forty of the East half of the South East quarter of Section Thirtyone in Township Eighteen North of Range Five West; that said plaintiff advertised said tract for sale, and did sell the same at public auction on the sixth day of September A..D. 1839, when the defendant Primm, became the purchaser thereof on a credit of six months for the sum of two hundred dollars, and then and there executed the said note in the plaintiffs declaration mentioned, together with the said defendant Lindsay to secure the purchase money of said land; that afterwards and at the July term of said circuit court A. D. 1840, the said plaintiff procured the decree or order of said circuit court, decreeing the sale of said land to be so altered as to decree the sale of another and different tract of land, towit, the West half of the North forty of the West half of the South West quarter of Section Thirtyone in Township Eighteen North of Range Five West, and so the said defendants say that the consideration of said note has wholly failed and this they are ready to verify, wherefore they pray judgement &c.

Logan & Lincoln p. d.

General Replication by Consent

And for further plea in this behalf the defendants say *actio non* because they say that the consideration of the note in the plaintiffs declaration mentioned has wholly failed in this towit, That the said plaintiff as guardian of Martha Abbott, and Mary Abbott, infant heirs of Isaac C. Abbott deceased, obtained a decree of the Sangamon circuit court for the sale of the West half of the South East quarter of Section Thirtyone in Township

*composed and penned it. Clerk Newcomb made no exact trans-*Eighteen North of Range Five West; that said plaintiff advertised the same for sale and did sell it at public auction on the sixth day of September A. D. 1839 when the said defendant Primm became the purchaser thereof on a credit of six months for the sum of two hundred dollars and together with the said Lindsay, executed the note in the said declaration mentioned to secure the purchase money thereof—that said decree ordering said land to be sold as aforesaid, was illegal and wholly void, because no notice was ever given that application would be made for a decree to sell said tract, and no Petition praying a decree for the sale of said tract of land was ever filed in or presented to said court, and so they say that the consideration of the said note has wholly failed, and this they are ready to verify, wherefore they pray judgement &c

Logan & Lincoln p. d.
General Replication by Consent Campbell

Primm & Lindsay ads Abbott } Pleas—

Filed Nov 26. 1841
M. Eastham

APPEAL FOR EXECUTION OF JUDGMENT IN THE SUIT OF NORRIS VS. SIMPSON, SANGAMON CIRCUIT COURT, NOVEMBER 27, 1841

(Herndon-Weik Collection)

This affidavit is in the handwriting of Lincoln, and is signed by his client, Norris. The clerk penned the certification of the swearing of the document. The word, "verrily," a characteristic Lincolnism in the legal papers in his hand, appears again in this affidavit. Simpson entered a motion for an injunction against Norris upon November 16, 1841, *and on November* 26, *Logan & Lincoln for the plaintiff, and Schuyler Strong and J. C. Doremus for the defendant tried the case before the court. The jury awarded the plaintiff, Norris, damages of* $60.00.

David H. Norris vs. Samuel C. Simpson } Judgment

The plaintiff in the above case, being first duly sworn states on oath, that he verrily believes the defendant is transferring his

property to avoid the payment of said Judgement, and that he fears the said judgement will be lost to him unless an execution issues forthwith—

Sworn to and subscribed before me this 27. Nov. 1841
M. Eastham ck
pr James H Matheny D. C.

David H. Norris

APPEAL TO THE SUPREME COURT OF ILLINOIS IN THE SUIT OF BENEDICT VS. DILLEHURST, DECEMBER, 1841

(Herndon-Weik Collection)

The paragraph in this appeal beginning with the words, "And the said appellee," and concluding with "Lincoln p.d," is in the handwriting of Lincoln. This case was a contest of noted attorneys, Abraham Lincoln and Charles Emmerson appearing for the appellee, Dillehurst, and Lyman Trumbull and Josiah Lamborn for the appellant, Benedict. The case before the Supreme Court of Illinois involved a question of procedure, and the higher court affirmed the judgment of the lower court which is given in the transcript of the appeal in this case, dated December 15, 1841. *Lincoln and Emmerson moved to dismiss the appeal of Benedict upon December* 17, 1841, *and the following day the motion was argued by Emmerson, and resisted by Trumbull and Lamborn. The court took time to consider the argument and upon December* 20, 1841, *overruled the motion of Lincoln and Emmerson. Upon January* 14, 1842, *Benedict was ruled to file abstracts and the following day the case was argued by Lamborn for the appellant, Benedict, and Lincoln, for the appellee, Dillehurst. As noted, the court affirmed the lower court judgment, and Lincoln won another Supreme Court victory. At this time, Lincoln opposed a former legal colleague, for Kirby Benedict, acted as counsel with Lincoln and Douglas in the defense of Spencer Turner when accused of the murder of Matthew K. Martin. The three men secured the acquittal of Turner, but Lincoln had to sue for collection of his fee in the case. The case of Bendict vs. Dillehurst has been cited by the Supreme Court of Texas. Although the case is cited most frequently as "Benedict vs. Dillehunt," Lincoln appears to have penned "Dillehurst" rather than "Dillehunt."*

In December, 1841, *Sam Houston became for the second time president of Texas, and soon there was a new turn to its proposed*

annexation to the United States. In the summer of 1843 *through the efforts of the British and French ministers in Mexico, a truce was effected between that country and Texas, and a little later word reached Washington that the British Government, by agreeing to guarantee interest on a loan, had become party to a plan to abolish slavery in Texas through the purchase of its slaves from their owners. Upshur, who had succeeded Webster as secretary of state, saw in this tale proof of a deep-laid scheme on the part of England to abolish slavery throughout America, and thereafter, earnestly supported by the Tyler Administration, the cause of annexation advanced steadily to its inevitable conclusion. When in December,* 1847, *Abraham Lincoln took his seat in the House he found Sam Houston already serving as a senator from the State of Texas.*

State of Illinois—Supreme Court—
December Term 1841—

K. Benedict
vs—
B. Dillehurst
} appeal from macon

The appellant comes & alledges that in the record & proceedings aforesaid there is error in this—towit—

1st That the judgment below is for no certain & specified sum—

2nd The judgment below is uncertain, informal, & no execution could properly issue thereon— — &c —

Lamborn p. q.

And the said appellee comes and says that there are no such errors in the said record and proceedings as the appellant has above alleged; he therefore prays that said judgment be affirmed with costs—

Lincoln p. d.

ABSTRACT IN THE SUIT OF AVERILL AND LOWELL VS. FIELD, SUPREME COURT OF ILLINOIS. DECEMBER, 1841

(Herndon-Weik Collection)

This abstract is in the hand of Lincoln, as are the notations upon the cover, with the exception of, "Filed Dec. 30, 1841." *and "Peck Clk." Upon December* 18, 1841, *the appellants were given until December* 21 *to assign errors in the case. Lincoln did this upon December* 20, 1841, *and upon the same day moved*

for a writ of certioari. He argued the motion December 21, *and it was allowed upon the following day. Upon December* 16, 1842, *he argued the case for the appellants, with Bledsoe countering for the appellees. The decision was handed down by Judge Stephen A. Douglas, and affirmed the judgment of the circuit court in favor of Field. In this case, as in many others, Douglas was on the opposite side of the fence from Lincoln. The authorities cited were among standard legal works of the day, including Chitty which Lincoln regarded as one of the first works necessary to a study of law. It is of interest to note the citation of Bailey vs. Cromwell, a case in which Lawyer Lincoln gained a notable victory.*

In the Supreme court in and
for the State of Illinois
December Term A. D. 1841—

Riley Averill &
Alfred Lowell
vs.
Spencer Field

Appeal from Tazewell

This was an action of assumpsit brought in the court below by Field against Averill & Lowell on a promissory note—Averill and Lowell pleaded a single special plea which in substance is, that at the time of making the note is was agreed by and between the parties by writing under seal, that Field had sold and conveyed to Averill & Lowell a part of the town lots in Field's addition to the town of Pekin, that whenever Field should sell any of the remainder of the lots of said addition, he should pay over half of the proceeds to Averill & Lowell; and that whenever Averill & Lowell should sell any of the lots so conveyed to them, they should pay over half the proceeds to Field; and that said Field should wait for the payment of the note until an amount of the said lots should be sold equal to the amount of the note sued and another note given at the same time—and that at the time of the commencement of the suit, the said Averill and Lowell had not sold any of said lots—

To this plea, Field, the plaintiff below demurred, which demurrer being joined, was sustained by the court; and the defendants below saying nothing further, judgment was rendered against them for the amount of the note and interest—

The defendants below appeal to this court; and assign for error, the decision of the court below, sustaining the demurrer to the said plea—

The following is a brief of the points and authorities intended to be relied on in the argument of the cause.

1st The matter attempted to be pleaded is a good bar to the action—Bailey vs. Cromwell's adms. decided at last term of this court—Chitty's Pleading 280

2nd The matter is sufficiently pleaded—1 Chitty's Pl 205—8 G. R. 167—8 East 80—

3rd The first count of declaration is bad on demurrer

Logan & Lincoln p q—

Averill &
Lowell
vs.
Field
} Abstract

Filed Dec. 30, 1841
Peck Clk.

Riley Averill &
Alfred Lowell
vs.
Spencer Field
} Appeal—

Writ of Certiorari
Filed 30th Dec. 1841
E Peck
Clk

By virtue of this writ, to me directed, I do hereby certify to the Justices of this said Supreme Court, that without diminution or alteration or addition, I have, as within I am commanded herewith [?] without delay a full and entire transcript of the pleas filed in my said office in the said entitled cause of Spencer Field and Riley Averill and Alfred Lowell

John A Jones clerk
of the Tazewell Co Circuit

Dec. 24 A D 1841

RECEIPT BY LINCOLN TO A. H. KELLAR, DECEMBER 6, 1841

Here is reproduced another characteristic entry in the famous Stuart & Lincoln Fee Book. It reveals the junior partner's continued regard for the interest of his associates. The day after it

was given President Tyler submitted his first annual message to Congress— a document, no doubt in due course read and pondered by Abraham Lincoln. One who listened at first-hand to its recommended revision of the tariff, and an "exchequer system" to which Congress was to give little heed, was Henry Clay, no longer hopeful of enacting his favorite measures into law. Instead, as his Springfield disciple was soon to learn, the Whig leader had made up his mind to retire from the Senate. "I want rest," he wrote a friend, "I can effect nothing, and my absence may remove an obstacle to something being done by others. I shall go home in the spring." Clay knew that he had lost his fight with Tyler.

Receipt, December 6, 1841

Decr. 6th 1841. Received of A. H. Kellar $12.50. the ballance (sic) of his note to Stuart & Lincoln, and for one half of which I am to account to Stuart—

A. Lincoln.

CERTIFICATION OF COUNTY CLERK IN THE SUIT OF ABRAMS AND KLEIN VS. CAMP, SUPREME COURT OF ILLINOIS, DECEMBER 9, 1841

(Herndon-Weik Collection)

The part of the document here reproduced beginning with the words, "In the Supreme Court in and for the State of Illinois," and concluding with the signature of "Logan & Lincoln p q" is entirely in the hand of Lincoln. The rest of the document is in other hands, as revealed by the signatures. The concluding part of the document was upon the outside of the papers filed in the case.

The lower court history of this case began with a suit by Joseph Klein to collect judgment on a note given by Camp to Abrams, and in turn assigned to Klein by Abrams. Klein was awarded a judgment of $191.43, *and Camp then filed his bill alleging that the note was given to Abrams in consideration of moneys lost in the course of a game at cards. He prayed that a perpetual injunction issue against Klein to prevent the collection of the money awarded him by the former judgment of the court. The case was tried by agreement of the attorneys that it take into account the known facts. On the hearing Klein refused to answer in regard to the basis of the consideration for which the note was given, asserting that by so doing, he might incriminate himself. The court sustained his refusal to answer, and, as Camp intro-*

duced no additional evidence, rendered judgment in favor of Klein for the amount of the note, and the interest, with court costs to be recovered by Camp. It decreed also that the injunction be made perpetual.

In the hearing of the case before the Supreme Court, Logan & Lincoln represented Abrams and Klein, the plaintiffs in error, while Schuyler Strong and Josiah Lamborn appeared for Camp. The case was argued on January 15, 1842, *and the court reversed the judgment of the lower court. Justice Samuel H. Treat handed down the decision, and gave opinion that Camp had good defense for his case in the fact that a statute of Illinois prevented collection of notes given for gaming losses. He stated, however, that Camp had not supported his case by sufficient evidence. He then ruled the decree of the circuit court to be erroneous, dissolved the injunction, and assessed costs in the suit against Camp. For a report of this case see* 4 *Illinois*: 3 *Scammon,* 290-292. *It has been cited by the Supreme Court of Arkansas.*

State of Illinois }
Sangamon County }

J M Eastman clerk of the Circuit Court in and for said County and State do hereby certify that the foregoing pages Contain a true and perfect transcript of all the papers and Records in said Cause as fully as the same appears of Record on file in my office

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Springfield the 9" dy of Dec—1841

M Eastman clerk
James H Matheny

In the Supreme court in and for the State of Illinois—
December term A. D. 1841

William G Abrams & Joseph Klein
vs.
William Camp

Errors to Sangamon

And now come the said plaintiffs in error, and say that in the record and proceedings of said cause there is manifest error in this court.

1st The final decree of the court below—was for the defen-

dant in error; whereas it should have been for the said plaintinffs in error—

2nd By the decree of the court below, the injunction was made perpetual; whereas it should have been dissolved—

The plaintiffs therefore pray that said decree be reversed, and the said injunction dissolved—

Logan & Lincoln p q—

And the said Camp says there is not error in the record & proceedings as the said Abrams has alleged Therefore he prays judgement and affirmance &c—

Strong & Lamborn p q

Sangamon County Circuit Court

807 A
William Camp

vs.
William G Abrams
Joseph Klein

error
William G Abrams etal
#
William Camp
Transcript
Filed 15th Dec 1841
E Peck
C S C

APPEAL IN THE SUIT OF BALLANTINE ET AL VS. BEALE, SUPREME COURT OF ILLINOIS, DECEMBER 11, 1841

(Herndon-Weik Collection)

The paragraph in the document here reproduced beginning with the words, "And now comes the appellee, and says, etc." and concluding with the words, "and that the decree of the court below be affirmed," is the only part in the hand of Abraham Lincoln. The clerk cites the case as Ballentine et al vs. Beale, while John T. Richards cites it as Ballentine et al vs. Beall. Lincoln acted alone in this case, representing the appellee, Beall.

Its lower court history began with the filing of a bill by Joseph Wilson against Ballantine and the administrators of the estate of Hays Taylor. Wilson alleged that in 1832, *Taylor was in debt to him for the sum of* $64.67, *and that he sued and received judgment for such sum in a justice of peace court. He went on to assert that Taylor purchased a piece of land, and that title to the land vested in one Andrew Correll. According to Wilson, Taylor was persuaded to convey the land to Ballantine in order to avoid payment of the judgment to Wilson, who prayed the court to set aside the conveyance of land. An interlocutory degree was had against the defendants, but was set aside as to Ballantine, as he made answer that the land was purchased jointly by Taylor and Correll, and was conveyed to him in return for moneys owed to him by Taylor. The case was heard at the September,* 1841 *term of the Wabash circuit court. Judge William Wilson presided. As Wilson had died before the hearing, his administrator, Joshua Beale, was made complainant in the suit. Judge Wilson decreed that Beale should collect the amount of the judgment and recover the court costs. He set aside the conveyance to Ballantine, as fraudulent and vested title to the land in the heirs of Taylor, but on condition that enough of the land be sold to satisfy the judgment in favor of Wilson. The case was appealed on the basis of errors cited in this document.*

At the hearing before the upper court, E. B. Webb appeared for the appellants, Ballantine et al, while Lincoln represented Joshua Beale. The case was presented on written briefs and argument on January 4, 1842. *The court took time to consider, and its opinion was duly handed down by Justice Treat who took each point in the assignment of errors, and showed it to be incorrect e.g. There was no need of Correll being made a party to the suit, and no need of making other creditors parties to the suit. Justice Treat affirmed the decree of the lower court, and ordered Ballantine et al to pay the costs of the hearing before the Supreme Court.*

For a report of this case see, 4 *Illinois* 3 *Scammon,* 203-208. *The clerk cites it as Ballantine vs. Beall, Richards gives it as Ballantine et al vs. Beall, and the Illinois reports give the same citation as that in Richards. This proves naught, for it is known that Richards made use of the Illinois reports, and the two citations of the case are given to show that there was different rendition of the citation than that given by the court clerk.*

Harvey Ballantine et al
vs.
Joshua Beale
} Sup. Court
Dec. Term 1841

And now at this day comes the said appellant & says that in the making the decree in said cause the court erred because the decree should have been in favor of the said Ballantine Defendant below—

First. Because the Deed described in complainants bill was made by one Andrew Correll who was alive at the time of making said decree and a necessary party to said bill.

Second. Because it appears by said bill that there are other creditors of equal equity with the complainant who are not named, nor does the complainant sue for them as well as for himself

Third. Because the court decree that the lots in question belong to the heirs of the alledged fraudulent grantor or assignor, Hays Taylor

Fourth. That there is no sufficient evidence to authorize the decree divesting the said Ballantine of said title

Fifth. The decree is erroneous iin not ordering the administrator of Hays Taylor to sell said lots for the benefit of the intestates creditors & heirs

Sixth. The decree should have extended but to an undivided half of the lots—

For these and other errors apparent in said cause he prays that said decree be reversed—

E. B. Webb
for Appellant

And now comes the appellee, and says there are no such errors in the record and proceedings aforesaid, as the said Appellant has above assigned, and this he prays may be enquired of by the court; wherefore he prays judgement, and that the decree of the court below be affirmed—

Joshua Beale admr
of Joseph L Wilson
vs.
Harvey Ballantine
& others
Transcript of
Record, Depositions &
Exhibits—

H. Ballantine et al
vs.
Joshua Beale admr.
Filed 11th Dec. 1841

APPEAL IN THE SUIT OF HALL VS. PERKINS, SUPREME COURT OF ILLINOIS, DECEMBER 15, 1841

(Herndon-Weik Collection)

This appeal was drawn by Baker & Bledsoe, and the first answer of "in nullo est erratum" appears to be in the handwriting of Jesse B. Thomas. The final answer, "in nullo est erratum" was penned by Lincoln, as was the signature, "Thomas & Lincoln, p d." The lower court history of the case began with an action in assumpsit which involved the collection of judgment on notes given by Hall to Perkins in payment for certain tracts of land. The defendant in the lower court, Samuel Hall, interposed five pleas to the allegations in the bill of Perkins. Only the first of these is important, for it affected the ruling of the Supreme Court. The first plea alleged that Perkins at the time of taking the notes had made a bond in which he guaranteed to give a good warranty deed to the property to Hall. Perkins filed demurrers to the second, third and fourth pleas of Hall, and these were sustained by the court. Hall then filed amended pleas to the first and second counts in the declaration, to which the plaintiff, Perkins demurred, and the court sustained the demurrer. Hall then withdrew his first and fifth pleas and consented that damages be assessed. At the September, 1841, term of the Tazewell circuit court, Judge Treat rendered a judgment of $564 and costs against Hall.

Lincoln had drawn the plaintiff's demurrer of September 22, 1841, in the case before the lower court, and had signed the name of Jesse B. Thomas. In the hearing before the higher court, Lincoln was associated with Thomas, W. H. Leonard, and Mason Brayman as counsel for the defendant in error, Perkins. The opposing counsel were Edward D. Baker and Albert T. Bledsoe. On December 20, 1841, Bledsoe argued a motion for supersedeas. This was resisted by Lincoln and Thomas, but was granted on the following day. The appellant, on December 29, 1841, moved that he be given leave to assign additional errors. The case dragged on its weary way until December 14, 1843, at which time it was argued before the court by Baker and Bledsoe for Hall, and Leonard and Brayman for Perkins.

Justice James Shields, delivered the opinion of the court on February 10, 1844. *He revealed that the bond agreed on by Perkins had guaranteed delivery of the warranty deed on or before December* 25, 1839, *and that no such deed had been delivered to Hall by that date. It was shown also that the deeds were to have been conveyed on a date which preceded the maturity date of the notes. After citing such facts, Justice Shields ruled that the non-conveyance of the deeds precluded any recovery of a judgment by Perkins. The judgment of the lower court was reversed with costs to the appellee, and the case remanded to the lower court. For a report of this case, see* 5 *Illinois* 4 *Scammon,* 549-551.

It is pertinent to record as a sign of the times that on December 14, 1841, *the day before this appeal was filed, Theodore D. Weld wrote from his New Jersey home to Lewis Tappan in New York that he had word of a fighting sort from Washington. Aroused by the passage of a new gag rule the abolitionist members of the House—Giddings of Ohio and Slade of Vermont among them—had resolved to shift their "plan of campaign and attack slavery at every point"—a promise which as the months and years sped was to have give-and-take fulfilment. Another sign of the times perhaps won a fuller measure of approval from Abraham Lincoln temporarily out of politics, for on December* 16, 1841, *Linn of Missouri introduced in the Senate a bill providing for a line of forts from his state to Oregon, including one to guard the mouth of the Columbia, and for the granting of a section of land to each male immigrant not less than eighteen years of age. Linn's bill passed the Senate only to die in the House, but it helped in no small degree to hasten the settlement of Oregon, which grown to statehood, in* 1860 *was to have a part in the nomination and election of Lincoln to the Presidency.*

State of Illinois } of the December Term
} of said Court A. D. 1841
Supreme Court }

Samuel Hall, plaintiff in Error

v }

Elisha M. Perkins defendant in error

And the said plaintiff in error comes, by his attorneys, and that in the records and proceedings in this cause there is manifest error, and assigns the following error.

1. That the court below erred in sustaining the demurrer to the pleas of the defendant in the said court.

Wherefore he prays that the judgment of said court may be wholly reversed, annulled, and for nothing esteemed, &c.

Baker & Bledsoe
for. Plaintiff in error.

In nullo est erratum
Lincoln & Thomas
for Deft. in Error

And the said plaintiff, by his attorney, comes & by consent & leave of the court files the additional error, that the court erred in rendering judgment against the defendant below for the costs of demurrer, & also in assessing the damages in said cause and rendering judgment therefor against the defendant below:

Wherefore he prays that the judgment of said court may be wholly reversed, annulled, & for nothing esteemed &c.

Baker & Bledsoe

In nullo est erratum
Thomas & Lincoln p d

Samuel Hall
vs
Elisha M Perkins
Filed 15th Dec. 1841
E. Peck
C. S. C

ASSIGNMENT OF ERRORS IN THE SUIT OF WILLSON VS. ALEXANDER, TAZEWELL CIRCUIT COURT, DECEMBER 17, 1841

(Herndon-Weik Collection)

This document was drawn entirely by Lincoln. Jesse B. Thomas penned the customary reply that there were no errors in the lower court proceedings. Clerk Peck, as usual, was the penman of the cover notations. Thomas wrote "Deftn" after his signature, but crossed it out, and penned "Defft's atty."

This was a case in assumpsit in the lower court, and involved the payment of a note made by Alexander to Samuel Willson, deceased. Alexander had paid the note which was for $150, *and had given as part payment a note purported to have been made by Samuel Willson to Isaac Kreider, assigned by Kreider to*

Joseph Allen, and by him to Alexander. James Willson complained that the note was a forgery, and the defendant, Alexander, denied knowledge of its having been forged. The jury was instructed to rule for the defendant if it was of opinion that the evidence showed that the defendant was unaware of the note having been forged. The jury handed down a decision in favor of the defendant, and James Willson filed an appeal to the Supreme Court in which he took exception to the instructions to the jury, and the resultant decision.

The record of the case in the lower court was filed on December 17, 1841. *On December* 26, 1842, *Lincoln argued the case for Willson, while Jesse B. Thomas appeared for Alexander. On December* 29, 1842, *Justice Treat handed down the decision of the higher court. He ruled that James Willson could not be expected to have the knowledge that the note at issue was forged, as Samuel Willson should have had were he living. He noted that the administrator acted merely as the agent of the intestate in the distribution of his estate, and not as a collector of notes. He decreed that it was carrying a rule of law too far to permit Alexander the non-payment of the original note. The judgment of the lower court was reversed with costs, and remanded to the lower court for a hearing consistent with the opinion of the Supreme Court.*

This case has been cited by the Supreme Court of Ohio. It may be noted in passing, that Lincoln wrote the citation as Willson vs. Alexander. In doing so, he was in disagreement with the Illinois Reports in which the case appears as Willson vs. Alexander. See 4 *Illinois* 3 *Scammon* 392-395.

James Willson, administrator of Sam[uel] Willson deceased
vs.
David C. Alexander
Error to Tazewell—

And now comes the said plaintiff and says that in the Record and proceedings, in the said cause there is manifest error in this, towit:

1st That the judgement of the court below ought to have been for the said plaintiff; whereas it was for the defendant—

2nd That the instructions given to the jury by the court below were illegal and erroneous—

For these and other causes he prays that said judgment be reversed—

Logan & Lincoln, p q—

In nullo est erratum
J B Thomas
Defft's atty
Filed 17th Dec 1841
E Peck
CSC

AFFIDAVIT AND APPEAL IN THE SUIT OF AVERILL AND LOWELL VS. FIELD, TAZEWELL CIRCUIT COURT, DECEMBER 20, 1841

(Herndon-Weik Collection)

This document is in the hand of Lincoln, with the exception of the words, "Sworn in open Court, etc.," and the signature of the clerk. It is interesting to notice that Lincoln's memory of the language of the earlier document was strikingly similar to the actual words of the plea of September 25, 1841. *Baker for the appellees was Edward Dickinson Baker, after whom Lincoln named his second son. Bledsoe was Albert Taylor Bledsoe, one-time Whig, able lawyer, and later as an editor, a severe critic of Lincoln. He was associated with Baker in many cases. The appeal is a printed form filled in by Lincoln. The words underlined, "in as much as a full transcript of the plea in the cause," are in his hand.*

Six days after the appeal was filed in the suit of Averill and Lowell vs. Field, occurred the first of a series of events the progress of which, there is little doubt, was followed with intent interest by Abraham Lincoln. On the day after Christmas, 1841, *Edward Everett, American minister in London, was informed that the British Government was planning to send Lord Ashburton on a special mission to Washington with authority to adjust the boundary and other disputes then at issue between the two countries. This news was welcomed by Secretary Webster when it reached him early in the new year for Lord Ashburton had been for a generation head of the banking house of Baring Brothers which in* 1819 *the Due de Richelieu had declared one of the six great powers in Europe. He was also the husband of an American woman, and for that and other reasons, his relations with the United States long had been friendly ones. On the last day of the year formal announcement of his appointment was made in London.*

In the Supreme Court for
the State of Illinois—
December term A. D. 1841

Riley Averill, and
Alfred Lowell
vs.
Spencer Field
} Appeal from Tazewell

Abraham Lincoln being duly sworn states on oath, that he was of counsel for Averill & Lowell in the court below and drew up and filed the plea in the cause; that, on inspection of the transcript of the Record in the cause on file in this court, he verily believes that a material part of said plea is omitted and left out of said transcript by the clerk in the court below—It is impossible for affiant to recollect the precise words so omitted from said transcript, but he believes them to be in substance and very nearly this in language as follows towit:

"And the said defendants further aver that they had not sold an amount of said lots equal to the amount of said notes, or any other amount of said lots"

A. Lincoln

Sworn in open Court
this 20th Dec. 1841
E. Peck
Clk.

In the Supreme court in and
for the State of Illinois—
December term A. D. 1841—

Riley Averill &
Alfred Lowell
vs.
Spencer Field
} Appeal from Tazewell

And now come the said appellants and say that the judgement of the court below in said cause ought to be reversed, because they say that in the Record and proceedings therein, there is manifest error in this, towit:

1st The judgement is for the appellee; whereas it should be for the appellants

2nd The demurrer to the plea, was sustained, whereas it should have been overruled—

3rd The demurrer should have been carried back and sustained to the first court of the declaration—

Logan & Lincoln p q.

And the said appellee comes, & by his attorney, says that there are no such errors on the said record and proceedings as the said appellants have assigned; wherefore they pray that said judgment be affirmed.

Baker & Bledsoe
for appellees

State of Illinois } s. s.
Supreme Court }

The People of the State of Illinois,

TO THE CLERK OF THE CIRCUIT COURT OF *Tazewell* COUNTY, GREETING:

Whereas in a certain plea between *Spencer Field* plaintiff, and *Riley Averill and Alfred Lowell* defendants lately depending in the Circuit Court of said county wherein judgment was rendered for the said *Field* and against the said *Averill* & *Lowell* and the said *Averill and Lowell* have appealed the judgment of said court, rendered against them as aforesaid, to the Supreme Court, *held at Springfield,* on the *2nd monday of December A D.* 1841 and in pursuance of said *appeal* a transcript of the record and proceedings in the plea aforesaid was transmitted. And also whereas it hath been suggested, on the part of said *Averill and Lowell* that the said record has been diminished, *in as much as a full transcript of the plea in the cause* hath not been sent up; and for as much as the said Supreme Court are not satisfied that there is a sufficient record sent in the plea aforesaid, but in the record there is a diminution; you are therefore hereby commanded, that without delay the said *plea* therein you cause to be transmitted *instanter* to the said Supreme Court, *now in session at Springfield*—, without any diminution or addition whatsoever, to the end that speedy justice may be done in the premises, according to the law; whereof you are in no wise to fail; and send you then there this writ:

Witness *E. Peck,* Clerk of our said Supreme Court, and the seal thereof, at *Springfield, this* 23*rd* day of *December* in the year of our Lord—1841—

E. Peck
Clk.

CHAPTER III

LINCOLN IN THE YEAR 1842

SURVEY OF PERIOD

The year 1842 *was a fateful one for Abraham Lincoln for its closing weeks brought his marriage to Mary Todd—an event fore-shadowed in a parting letter which on the third day of the year Lincoln wrote to his closest friend, Joshua Fry Speed, about to leave Springfield for his old home in Kentucky. Speed at the moment was beset with doubts as to the wisdom of his prospective marriage to the worthy young woman who became his wife, and Lincoln in his letter bade him forget "reason" and let love have free rein. "Candidly," he wrote, "were not those heavenly black eyes the whole basis of all your early reasoning on the subject." (See Nicolay and Hay, Volume I, Pp.* 182-185). *Speed's marriage proved a happy one. Many years later he wrote Herndon: "One thing is plainly discernible: if I had not been married and happy—far more happy than I ever expected to be—he would not have married."*

On February 13, *Bowling Green, helpful friend of Lincoln in the latter's New Salem years, died of apoplexy. Lincoln attended the funeral on February* 15, *and at the grave, although deeply moved, made a brief address in which he paid fitting tribute to the dead man's worth. (See Sangamo Journal, February* 18, 1842). *The following day with an alert regard for new clients Lincoln wrote G. B. Shelledy, a lawyer of Paris, Illinois, that Logan & Lincoln would handle in the federal court any bankrupt cases he might send them for* $10.00 *each, provided there was no opposition.*

At noon on Washington's Birthday in 1842 *in the Second Presbyterian Church, Springfield, Lincoln delivered to a numerous audience assembled under the auspices of the Washingtonian Temperance Society of the town one of the most carefully prepared and widely discussed addresses of his earlier years. In it he argued, to the discomfiture of many of his hearers, that the recent progress of temperance had been due, not to the warfare waged by preachers, lawyers and hired agents, but to the efforts of the reformed drunkard. (See Nicolay and Hay, Volume I, Pp.* 193-209).

Lincoln's future partner, the then youthful Herndon, was one of those who listened to him. "I was at the door of the church," he wrote, "as the people passed out, and heard them discussing the speech. Many of them were open in the expression of their displeasure. 'It's a shame,' I heard one man say, 'that he should be permitted to abuse us so in the house of the Lord.' The truth was the society was composed mainly of the roughs and drunkards of the town, who had evinced a desire to reform. Many of them were too fresh from the gutter to be taken at once into the society of such people as worshipped at the church where the speech was delivered." (See Herndon's Life of Lincoln edited by Angle, New York, 1930, *Pp.* 206-207).

In a long article on the Washingtonian Temperance Society on March 11, *the Springfield Register, rarely if ever friendly to Lincoln, concluded that he had not joined it "from any other than political motives," but three months after Lincoln's speech the Sangamo Journal announced that the Springfield Society then numbered* 700 *members, and Herndon in his account of a much-discussed address adds that, "nothing daunted, Lincoln kept on and labored zealously in the interest of temperance. He spoke often again in Springfield, and also in other places over the country, displaying the same courage and adherence to principle that characterized his every undertaking."*

Joshua Fry Speed was married early in February, 1842, *an event full of meaning for Lincoln, and three days after his address on temperance, his Springfield friend wrote him two letters —one for Speed's eyes alone and one to show his wife. Lincoln declared the announcement of his friend's marriage had given him great happiness, and for the guidance of the newly wedded recalled a favorite and shrewd injunction of his father, Thomas Lincoln: "My old father used to have a saying that 'If you make a bad bargain, hug it tighter'; and it occurs to me that if the bargain you have just closed can possibly be called a bad one, it is certainly the most pleasant one for applying that maxim to which my fancy can by any effort picture."*

Upon March 5, 1842, *Logan & Lincoln appeared before Judge Nathaniel Pope in the United States court in the first of half a hundred bankrupt cases handled by them during the year; and on March* 25 *the Springfield Register announced that Lincoln was one of the four candidates for the legislature recently selected by the local Whig Junto. When election day came*

on August 7 he led the other candidates, but his own votes, according to the election returns, were limited to his fellow candidates for the legislature, and to Duncan for governor, Elkin for sheriff, and Langston for coroner.

The third week of June, 1842, *was made noteworthy by a three-day visit of Martin Van Buren to Sangamon county—a visit that also brought Lincoln his first meeting with a past or future incumbent of the Presidency. Van Buren, accompanied by James K. Paulding, his former secretary of the navy, reached the village of Rochester, a few miles east of Springfield, in the evening of June* 16, *and muddy roads decided them to rest there for the night. "Word was sent into Springfield," Herndon records, "and leading Democrats of the capital hurried out to meet the distinguished visitor. They took with them refreshments in quantity and variety (sufficient) to make up for all deficiencies. Among others, they prevailed on Lincoln, although an ardent Whig, to accompany them. They introduced him to the statesman of Kinderhook as a representative lawyer, and a man whose wit was as ready as his store of anecdote was exhaustless. How he succeeded in entertaining the visitor and the company those who were present have often since testified. Van Buren entertained the crowd with reminiscences of politics in New York, going back to the days of Hamilton and Burr, and many of the crowd in turn interested him with graphic descriptions of early life on the western frontier. But they all yielded at last to the piquancy and force of Lincoln's queer stories. The fun continued until after midnight, and until the distinguished visitor insisted that 'his sides were sore from laughing.' The yarns Lincoln gravely spun out, Van Buren assured the crowd, he would never forget."*

Lincoln was one of those who on the morning of June 17 *accompanied Van Buren to Springfield where he remained three days. The visitor and his party were welcomed as they approached the town with a salute of thirteen guns. There followed a reception at the capitol, and in the evening a dinner at the American House. On Saturday Van Buren was escorted through the various rooms of the capitol, and on Sunday he attended the Methodist Church in the morning, and the First Presbyterian Church in the evening. The former President's tour of the West and South in the summer of* 1842 *was a preliminary to his expected renomination in* 1844, *but his opposition to the annexation of Texas was to cause him to be put aside for Polk and in* 1848

to make him, with fateful results, the nominee of the Free Soil Party.

The man whom Lawyer Lincoln devoutly hoped would succeed Tyler as President was Henry Clay who in the summer of 1842 *was already an active and confident aspirant for the Whig nomination. Thus in the evening of July* 20, *a few weeks after Van Buren's visit, he took an active part in a meeting called for the purpose of organizing a Clay club in Springfield. He made one of the addresses at this meeting, and was named a member of the executive committee of the club which resulted from it. On August* 29 *the committee, which also included Lincoln's friends Henry and Bledsoe, invited Clay to visit Springfield, an invitation upon September* 6 *declined with thanks. (See Nicolay and Hay, Volume I, Pp.* 231-232).

Upon September 3 *Lincoln was one of the speakers at a memorial service for Bowling Green conducted by Masonic Lodge No.* 4 *of Springfield. Six days later the Sangamo Journal printed the third of a series of four letters, the sequel of which was to cause Lincoln lifelong embarrassment, and also to profoundly influence his career. Only one of these letters, that published in the Sangamo Journal on September* 9, *was the work of Lincoln. The other three were written by Mary Todd and Julia M. Jayne, who at a later time was to become the wife of Lyman Trumbull. All four had for their target a Democratic leader of the period—James Shields, an Irishman of peppery temper, who was then serving as auditor of the State of Illinois.*

The financial affairs of the state were in a critical condition, and Shields as auditor had lately issued an edict refusing to receive any more state banknotes in payment of taxes. Thus he was hit in a tender spot by what were known as the Rebecca Letters, and angrily demanded of Editor Francis the name of their writer. Lincoln admitted authorship of the third letter of the series, and Shields promptly challenged him to a duel. The challenge was accepted, Lincoln, prompted by Albert T. Bledsoe, a fellow lawyer, naming broadswords as the weapons—a choice which, due to the difference in size of the opponents, added emphasis to an absurd situation. The stipulated weapons were procured, and on September 21 *Lincoln and his seconds set out for Alton, it having been agreed that the meeting should take place at a point just across the Mississippi from that town.*

Shortly before the noon hour of September 22, *Lincoln and his friends, followed by Shields and his party, crossed the river*

to the chosen meeting-place where an amusing affair had an unexpected ending. One of a half-dozen uninvited guests who crowded the horse-ferry boat bearing principals and seconds to the west bank of the river was William H. Souther, then a youthful reporter for the Alton Telegraph, who, not to miss an unusual affair, had arranged with the ferryman to drive the two horses which worked the windlass at one end of the boat. Many years later Souther furnished Henry G. McPike an account of what he had witnessed, and this account McPike caused to be printed in the September, 1906, *issue of the Magazine of History. "With Shields," writes Souther, "was Dr. T. M. Hope of Alton, a large, brusque man. He was much opposed to the duel, and reasoned with Shields for a long time. "Shields was inflexible, and finally Dr. Hope got mad at him. He sprang to his feet, faced the stubborn Irishman, and blurted out: 'Jimmy, you damned little whippersnapper, if you don't settle this I will take you across my knee and spank you.' This was too much for Shields, and he yielded. If he hadn't I believe Dr. Hope would have carried his threat into execution." Instead there was a resumption of notes between seconds, ending in mutual explanations and apologies. (See Wilson, Intimate Memories of Lincoln, Elmira,* 1945, *Pp.* 64-66).

The affair with Shields to which Lincoln never willingly referred in after years vitally affected him in two ways. One of them was a needed lesson in humility. To quote Beveridge: "At last his habit, formed in boyhood, of ridiculing other persons through offensive, anonymous writing, had been sternly checked. Never did Lincoln forget that experience. Never again did he write an anonymous letter, never again say any insulting word about any human being. From the time of the Shields duel Lincoln was infinitely circumspect and considerate in his dealings with others."

A second weighty sequel of the affair with Shields was a renewal of Lincoln's broken engagement with Mary Todd. The couple had resumed their meetings earlier in 1842, *when the wife of Simeon Francis, a matchmaker of the first-order, invited them to come to her home at the same time, and bade them to again be friends. There followed in the Francis home frequent meetings of a semi-clandestine sort in which Julia Jayne, Mary Todd's particular chum, now and again had a part. And it was in these meetings that the idea of the Rebecca letters of divided authorship took form. The meetings of Lincoln and Mary Todd con-*

tinued after the Shields affair, and soon Lincoln again proposed and was accepted.

This time he did not yield to doubt and misgiving, and in the evening of November 4, 1842, *they were married at the home of Mr. and Mrs. Ninian W. Edwards, brother-in-law and sister of the bride, who, informed at the eleventh hour that the event was impending, insisted that it should be under their auspices. The Reverend Charles Dresser, minister of the Episcopal Church, performed the ceremony which was given a humorous touch by Justice Browne, the Falstaff of the Supreme Court, one of the guests and a stranger to the marriage service of the Episcopal Church. When Dresser bade Lincoln repeat the words that he endowed the bride with all his worldly goods, Browne broke in with: "Lord Jesus Christ, God Almighty, Lincoln, the statute fixes all that." There followed a loud and long burst of laughter in which the minister joined before pronouncing the couple man and wife. The Lincolns at the end of greetings from friends went to the Globe Tavern in Adams Street, Springfield, conducted by a widow named Beck, where they lived for upward of a year, paying four dollars a week for room and board.*

What measure of happiness and content attended this union remains a moot question with Lincoln students. The wife soon gave free exercise to a temper which grew more savage with the years. Herndon in a later time was to describe her to Weik as a "she-wolf," and for Lincoln Beveridge saw in his marriage to Mary Todd a "continuous and life-long tutelage in humility, instruction in patience and practice of that supreme virtue which was to continue without ceasing as long as he lived." (See Abraham Lincoln by Beveridge, Boston, 1928, *Volume I, Page* 356). *A later and no doubt juster view is that taken by Dr. James G. Randall who writes: "The total evidence is that of a normal American home, a devoted and united couple. The best evidence changed in which there was coquetry, teasing, humor and playful on the whole subject are the actual letters which the pair exaffection. In their mutual love of politics, their adored if unrestrained boys, . . . and their everyday life . . . they were held together as surely as the typical American couple. There was imperfection, and there were defects on both sides, but imperfections are not incompatible with a satisfactory marriage." (See Randall, Lincoln, the Liberal Statesman, New York,* 1947, *Page* 9).

In yet another way the year 1842 *was for Lincoln a period*

of training and discipline. His partner, Stephen T. Logan, one of the best lawyers of his locality and period, was also a man of order and method, who gave unusual study and care to the preparation of his legal papers. Lincoln made good use of the example thus set for him. It prompted him to study and concentration on the task in hand, and ere long gave him full stature as a lawyer. "Lincoln's knowledge of law was very small when I took him in," Logan wrote in old age. "He would work hard and learn all there was in a case he had in hand . . . Lincoln was growing all the time, from the time I first knew him . . . So far as his reading knowledge of law went he had a quite unusual knowledge of the principles involved. I have seen him get a case and seem to be bewildered at first, but he would go after it and after a while he would master it. He was very tenacious in his grasp of a thing that he once got hold of." (See Bulletin, Lincoln Centennial Association, September, 1928).

AFFIDAVIT AND PETITION IN THE DIVORCE SUIT OF GOODMAN VS. GOODMAN, SANGAMON CIRCUIT COURT, JANUARY 1, 1842

(Herndon-Weik Collection)

Lincoln was responsible for this affidavit, while a justice of peace attested to the swearing of the paper in his presence. The date is January first, and is the one referred to in the petition for divorce. The date of filing, given by Lavely seems to corroborate the fact that the "Jay" of Clerk Eastham was an abbreviation for the word "January," and the logical placement of the petition for divorce and the affidavit upon one and the same date. The petition for divorce is also in the handwriting of Lincoln, as are the cover notations, and the order for a subpoena to issue. The date of filing was penned by Clerk Eastham, and while his abbreviation of January is not clearly defined, the closest approach to it is "Jay." As Lincoln refers to the affidavit which Solomon Goodman filed upon New Year's Day of 1842, *it is probable that Eastham's "Jay" meant January. Attorney Lincoln erred twice in the spelling of "addultery" for the modern word "adultery." The word "afidavit" for "affidavit" was not common with Lincoln. Logan & Lincoln secured a divorce for their client, Solomon Goodman, and the bonds of matrimony existing between him and Nancy were dissolved upon March* 28, 1842.

On January 1, 1842 *when Attorney Lincoln filed the petition in the Goodman suit, Phineas Taylor Barnum opened his famous museum in New York and the Bank of the United States closed its doors with widespread and disastrous consequences. And on January* 1, 1842 *Theodore Weld wrote to his wife, Angelina, that he was quartered at Mrs. Spriggs' boarding house in Washington, where a few years later Abraham Lincoln was to be a guest. "I have a pleasant room," Weld wrote his wife, "on the second floor with a good bed, plenty of covers, a bureau, table, chairs, closets and cloathes presses, a good fire place and plenty of dry wood to burn in it." He added that Mrs. Spriggs had twenty boarders, but only two of them were abolitionists.*

To the Honorable the Judge of the Sangamon
circuit court, in Chancery sitting—

Humbly complaining sheweth unto your Honor your orator, Solomon Goodman, that about ten years since he intermarried with one Nancy Taylor in the state of Tennessee; that some time as he believes in the year 1833 he removed with his said wife to Sangamon county in this State; that he and his said wife remained in Sangamon county for the period of three or four years, when they removed to Montgomery County in this state; that they had all the while lived, and continued to live together as man and wife, he performing all the duties of an affectionate husband, until in the month of July A. D. 1840, when she, his said wife abandoned your orator, and committed addultery with one Jacob Baker; and that she has ever since remained apart from your orator and lived in an open state of addultery with said Baker— Your orator further states that he now resides in the said county of Sangamon—

In tender consideration of all which, your orator prays that the said Nancy Goodman be made a defendant to this bill; that the People's writ of subpoena issue &c. and that she be required to answer &c. and that on a final hearing of the cause, your Honor will decree that the bonds of matrimony heretofore and now existing. between your orator and the said defendant be forever dissolved; and that your Honor will grant such other and further relief as equity may require: And as in duty bound &c.

Logan & Lincoln
for Complainant

Goodman
vs
Goodman } Bill in chancery—

Filed Jay 1 1842
M Eastham
pr J H Matheny
Let subpoena issue &
also publication, upon
afidavit filed
Logan & Lincoln

State of Illinois
} ss.
Sangamon county

Solomon Goodman, who is about commencing a suit in chancery in the county aforesaid for the purpose of procuring a divorce from his wife Nancy Goodman, being first duly sworn states on oath that he is informed and believes that the said Nancy is now without and residing without the limits of this state—

Subscribed & sworn to before me this 1st Jany 1842
Wm Lavely J. P.

his
Solomon X Goodman
mark

17

PRAECIPE IN THE SUIT OF BELL & COMPANY VS. WALTERS, SANGAMON CIRCUIT COURT, JANUARY 2, 1842

(Herndon-Weik Collection)

The document here reproduced with the exception of Eastham's notation of file date is in the hand of Lincoln. It includes both Lincoln usages of the phrase "so to do," as it is written as three separate words, and connected as one in this fashion, "sotodo." The suit involved a case in assumpsit, and was decided by the default of William Walters. The clerk was ordered to assess the damages in the case. Walters was one of the three Illinois delegates in attendance at the southwestern convention of the Whigs held at Memphis upon July 5, 1845.

Two days after the filing of the praecipe in the suit of Bell & Company, there began in the House at Washington a contest for the right of petition which was to have growing import and

significance for Abraham Lincoln who must have read with thoughtful interest the spirited reply of John Quincy Adams to his opponents in that body. Adams triumphed at the end of a fortnight of debate in the House, and the venerable ex-president at once offered 101 *petitions of the sort that never failed to arouse the wrath of Southern representatives and senators.*

State of Illinois } Of the March term of
Sangamon county } the circuit court of Sangamon county A. D. 1842—

James Bell and Joshua F. Speed. late trading under the style and firm name of James Bell & Co. plaintiffs, complain of William Walters defendant in custody &c. of a plea of trespass on the case upon promises. For that whereas the said defendant, heretofore, towit on the eighteenth day of September in the year of our Lord one thousand eight hundred and forty one, at Springfield, towit, at the county aforesaid, made his certain note in writing, signing his name thereto "W. Walters" bearing date the day and year aforesaid; and thereby then and there promised to pay, one day after the date thereof, to the said plaintiff, by their aforesaid given name of "James Bell & Co." the sum of one hundred and forty three dollars and nineteen cents with interest at the rate of twelve per cent per annum from the date thereof until paid, for value received, and then and there delivered the said note; and being so liable, he the said defendant, in consideration thereof, afterwards, towit on the day and year, and at the place aforesaid, undertook and then and there faithfully promised the said plaintiffs to pay them the said sum of money in the said note specified according to the tenor and effect thereof—Yet, the said defendant, (although often requested so to do) has not as yet paid to the said plaintiffs the said sum of money in the said note specified or any part thereof; but sotodo, has hitherto wholly neglected and refused, and still does neglect and refuse— To the damage of said plaintiffs of three hundred dollars, and therefore they sue &c

Logan & Lincoln p q

(Copy of the note sued on)

"$143 14/100 Springfield, Illinois, Sept 18. 1841

One day after date I promise to pay to James Bell & Co. or order, one hundred & fortythree Dollars & nineteen cents for value received, with interest at the rate of twelve per cent per annum from date until paid.

W. Walters"

James Bell and Joshua F. Speed
late trading under the style and
firm name of James Bell & Co
vs.
William Walters

Trespass on the case
upon promises—
Damage $300-00—

The clerk of the Sangamon circuit court will issue process in the above entitled cause—

Logan & Lincoln p. q.

James Bell & Co
vs
William Walters

Precipe & Note—

Filed January 12 1842
M Eastham
for J H Matheny

APPEAL IN THE SUIT OF GRABLE VS. MARGRAVE, SUPREME COURT OF ILLINOIS, JANUARY 22, 1842

(Herndon-Weik Collection)

This appeal which appears to have come from the hand of James C. Conkling, is included as the one to which Lincoln made answer upon January 22nd. It will be noted that Shields and Conkling referred to the case as Gable vs. Magrave, whereas Lincoln and the clerk, Peck, listed it as "Grable vs. Margrave."

The accompanying appeal is entirely in the hand of Lincoln. He used two spellings for the word, "appellee,' giving the accepted present-day form at the conclusion of his answer to Grable's appeal. The word, "allege" is given in this form, rather than "alledge" which is often found in the legal papers penned by Lincoln.

The lower court history of this case began with a bill filed by Thomas Margrave against William Grable for recovery of damages due to the seduction of Margrave's daughter. The latter was a servant in the Grable home, and her father sued for the loss of wages due to the seduction. In the hearing before the lower court, the plaintiff Margrave, was permitted to introduce evidence showing him to be a poor man. The case was heard at the September, 1841, term of the Gallatin circuit court, and a judgment of $300 damages was rendered in favor of the appellee, Margrave. When the case came before the Supreme

Court Margrave was represented by Lincoln. James Shields and James C. Conkling represented Grable. Justice Treat handed down the opinion, and after hearing argument by Shields, Conkling, and Lincoln on July 13, 1842, *he gave opinion that Margrave had been injured, and that the verdict of the jury in the lower court was made to act as punishment of the defendant in that court. He pointed out that decision in this case took into account not only damages by loss of wages, but damages to the reputation of the family. He asserted also that the lower court had been correct in its allowance of evidence of the pecuniary condition of Margrave, for such condition should affect the amount of award, as well as the ability of the defendant to pay such award. The judgment of the lower court was affirmed.*

James Shields is best known as a political opponent and principal in a "duel" with Lincoln; he is also known as the one man in the nation to serve as a United States senator from three states i.e. Illinois, Missouri, and Minnesota. For a report of this case, see 4 *Illinois* 3 *Scammon,* 372-374. *It has been cited by the Supreme Courts of Iowa, Missouri, Indiana, West Virginia, Michigan, and by the Federal courts.*

The day before the papers in the suit of Grable vs. Margrave were filed in the Supreme Court Charles Dickens arrived in New York on his first visit to the United States. Wherever he went the novelist, to whom success lately had come in rounded measure, had a cordial welcome, being the guest in Washington of President John Tyler; but on his return to England later in the year he published his American Notes for General Circulation in which he described his experiences with a disturbing frankness long resented by a thin-skinned people. Thus he described Washington as a "City of Magnificent Intentions," consisting of "spacious avenues that begin in nothing, and lead nowhere; streets, mile long, that only want houses, roads and inhabitants; public buildings that need but a public to be complete; and ornaments of great thoroughfares which only lack great thoroughfares to ornament." Perhaps Mary Todd Lincoln was one of the protesting readers of American Notes. In such case, when five years later her husband took his seat in the House, she must have reluctantly acknowledged Dickens' description of Washington as a truthful one.

It may also be noted that two days after the filing of the papers in the suit of Grable vs. Margrave, Attorney Lincoln drew $71.70, *the balance of Stuart & Lincoln's bank deposit, and de-*

posited $60.41 *to the credit of Logan & Lincoln. In a memorandum now in the collection of Oliver R. Barrett, he explains what he had done with part of the money, and adds: "The remaining* $11.29 . . . *I have in my pocket, holding myself responsible to whomever may hereafter prove to be the owner."*

State of Illinois }
Supreme Court } July Term 1842

W G. Gable Appellant }
vs } Appeal from Gallatin
Tho Margrave Appellee }

And said Wm. G. Gable appellant by his attorneys Shields & Conkling comes and says that in the above record and proceedings there is manifest Error in this to wit That the Court erred

1st—In permitting evidence to be received concerning what the Defendant below was worth in point of property

2— In permitting evidence to be received tending to show that the Plaintiff below was a poor man in a pecuniary point of view

For these and for other errors manifest in above mentioned record and proceedings said appellant by his attorneys prays that the Judgt of the Circuit Court may be reversed and held to be altogether null and void

Shields & Conkling for
Appellant

Supreme court, July Term 1842—

William J. Grable }
vs } Appeal
Thomas Margrave }

And now comes the appelee and says there are no such errors in the record and proceedings in said cause, as the said appellant, in his assignment of errors hath alleged— He therefore prays that the judgment of the court below be affirmed with costs

Lincoln for Appellee

Wm. G. Grable
plff in Error
vs.
Thomas Margrave
deft in Error

DECLARATION IN THE SUIT OF SPARKS VS. BIRD & BIRD, SANGAMON CIRCUIT COURT, FEBRUARY 8, 1842

(Herndon-Weik Collection)

This declaration was drawn by Lincoln, with the exception of the last paragraph which is the plea of the defendants, and is in the hand of a member of the firm of Strong & Doremus. This paragraph begins with the words, "And the said defendants by their Attorney come." The cover notations are in three hands, those of Lincoln, Maxcy, and a firm member of Strong & Doremus. Lincoln wrote the citation of the case; Maxcy made notations upon the progress of the case. The contrast between the neatly written declaration, and the lines penned for Strong & Doremus is great, for the latter are difficult to read, and poorly punctuated. Strong & Doremus were Springfield attorneys, and began their partnership in 1839. *In December of this year, Strong and Lincoln were admitted to practice in the United States circuit court. The word, "favor," followed by the question mark, may be the word, "force," for Lincoln used the phrase "force and injury" upon occasion. It is possible that this is the meaning of Strong & Doremus, although the writing leans to a context of the word as "favor." The defendants in the case were ruled to file their plea within twenty days of March* 29, 1842, *and did so upon April 7 of that year. Upon November* 21, 1842, *the court set November* 24 *as the date of hearing the case. In March,* 1843, *judgment against the defendants was rendered in the form of an ejectment, and upon November* 29 *of that year an injunction barring them from the lands described in the declaration was made perpetual.*

And upon the first day of the month in which Logan & Lincoln filed the complaint of Sparks against Bird & Bird there was issued in Paris a pamphlet which, promptly reprinted in full by Niles to the exclusion of "other matter," no doubt ere long was read with care by the junior member of the Springfield firm. At London in December, 1841, *representatives of England, France, Prussia, Russia and Austria entered into a treaty for the suppression of the slave-trade. Cruisers of each nation, English ships greatly outnumbering those of other countries, were accorded the right to detain and search vessels belonging to any one of the others. Lewis Cass, then American minister to France and a resolute foe of the right of search long abused by the Eng-*

lish, saw in this provision a subtle maneuver to bolster up a pernicious practice.

Accordingly Cass hastened to write and publish a pamphlet in which he discussed every phase of the right of search, and recorded his convictions that the treaty was another effort by England to secure support for a dubious custom. He also transmitted to Guizot, French minister of foreign affairs, a protest against concurrence by France in the quintuple treaty, a protest which prompted France to refuse to ratify it. England was angered by this withdrawal, and Brougham savagely attacked Cass as a leader of mob democracy; but the American government approved the protest sent to Guizot, and the principle upheld by Cass—"you have no right to touch our vessels on the high seas" —became a recognized rule of international law to which President Lincoln gave sober heed when in 1861 *he was called upon to answer England's protest against the seizure of Mason and Slidell. (See Lewis Cass by McLaughlin, Boston,* 1891 *Pp.* 176-184).

And two days before the filing of the complaint against Bird & Bird, Theodore Dwight Weld wrote his wife from Washington that John Quincy Adams in his heroic fight for the right of petition, a fight to the details of which Abraham Lincoln no doubt gave heedful thought, was bringing dismay to his Southern opponents. One of these was Francis W. Pickens, then a member of the House, who in the early months of 1861 *as governor of South Carolina was to cause President Lincoln uneasy hours. "The old Nestor," Weld told his wife, "has cast all their counsels headlong, turned all their guns against themselves, and smitten the whole host with dismay and discomfiture." (See Letters of Theodore Dwight Weld, Angelina Grimke Weld and Sarah Grimke, edited by Barnes and Dumond, New York,* 1934, *Page* 911.

Of the March term of the circuit court of Sangamon county A. D. 1842—

State of Illinois } s s
Sangamon county }

Thomas W. Sparks, plaintiff, complains of Henry Bird and Thomas Bird: For that the said plaintiff, heretofore towit on the first day of December, in the year of our Lord one thousand eight hundred and fortyone, at the county aforesaid, was pos-

sessed of the following described tracts of land, towit: Forty acres off the East half of the North West quarter of Section Fourteen, lying on the East side of said half quarter, and divided therefrom by a North and South line— Also thirty acres off the East end of the North half of the North East quarter of Section Two; Also Sixteen acres off the West end of the North half of the North West quarter of Section One; — Also Twenty acres, being the South of the North West quarter of the North West quarter of Section Twelve, all in Township Fifteen North of Range Three West of the Third Principal Meridian, and being so possessed thereof, the said defendants, afterwards, towit on the day and year aforesaid, at the county aforesaid, entered into and upon the lands aforesaid of which said plaintiff was possessed as aforesaid; and the said defendants unlawfully withhold from the plaintiff the possession thereof; To the damage of the said plaintiff of one hundred dollars, and therefore he sues &c.

Logan & Lincoln p. p.

Messrs Henry Bird and Thomas Bird, will please take notice that on the first day of the next term of the Sangamon county circuit court, to be holden on the fourth monday in March A. D. 1842, in the city of Springfield in said county, the foregoing declaration will be filed in said court; that upon the filing of the same, a rule will be entered requiring them to appear and plead to said declaration within twenty days after the entry of such rule; and that if they neglect so to appear and plead, a judgment by default will be entered against them, and the plaintiff will recover possession of the premises in said declaration described—

Logan & Lincoln, attorneys
for the plaintiff—

And the said defendants by their Attorney come and defend the favor [?] and injury when &c and say they are not guilty of the trespass & ejectment and unlawfull withholding &c as in said declaration mentioned and of this they put themselves upon the country &c.

Strong & Doremus
Dfts Attys

Sparks vs. Bird & Bird } 16 Declaration

Executed on the within

named Henry Bird and
Thomas Bird by delivering
to each of them an attested
copy of within Declaration
Feby 8th 1842

Fees

Service on 2	1 00
Copys 50a	1 00
Travel 36 mis	2 25
Retg— —	12
	$ 4 37 ½

Wm F Elkin Shff Sc.
By J. M. Maxcy D S—

Birds
ads
Sparks
} Batterton
A— Sitting — 25 Augst 1838
To sell— order to sell, + read
8 Nov. 40) dated— 7 March 1839
objected to evidence of title &c—

Sparks
To
Henry Bird
} Mrch— 39—

proved possession

Same
vs
Same
} Judgt March 40—

Execution—
Md void— Executed — sale to
S. as administrator—
Ejectment
March T/43

EULOGY OF BENJAMIN FERGUSON BY LINCOLN, SANGAMO JOURNAL, FEBRUARY 11, 1842

(First published in New Letters and Papers of Lincoln, edited by Paul M. Angle)

In the year 1842 *the temperance agitation taking form in Washington Societies had many ardent supporters in the town of*

Springfield. Lincoln may not have been a member of the Springfield Society, but in sympathy with its purposes, he addressed its members on Washington's Birthday in 1842 *and at its meeting eleven days earlier on February* 11, *delivered this eulogy on one of its members, Benjamin Ferguson who had died February* 8, 1842.

Mr. President:—The solemn duty has been assigned to me, of announcing to this Society, the sudden and melancholy death of its much respected member, Benjamin Ferguson.

After an illness of only six days, he closed his mortal existence, at a quarter past seven on the evening of the 3d inst., in the bosom of his family at his residence in this city.

Mr. Ferguson was one who became a member of this society without any prospect of advantage to himself. He was, though not totally abstinent, strictly temperate before; and he espoused the cause solely with the hope and benevolent design of being able, by his efforts and example, to benefit others. Would to God, he had been longer spared to the humane work upon which he had so disinterestedly entered.

In his intercourse with his fellow men, he possessed that rare uprightness of character, which was evidenced by his having no disputes or bickerings of his own, while he was ever the chosen arbiter to settle those of his neighbors.

In very truth he was, the noblest work of God—an honest man.

The grateful task commonly vouchsafed to the mournful living, of casting the mantle of charitable forgetfulness over the faults of the lamented dead, is denied to us: for although it is much to say, for any of the erring family of man, we believe we may say, that he whom we deplore was faultless.

To Almighty God we commend him; and, in His name, implore the aid and protection, of His omnipotent right arm, for his bereaved and disconsolate family.

DECLARATION IN THE SUIT OF THURMAN VS. TAYLOR, SANGAMON CIRCUIT COURT, FEBRUARY 11, 1842

(Herndon-Weik Collection)

This declaration is not entirely the work of Lincoln, for his partner, Logan, made slight amendments. The senior partner wrote in the words, "And the plaintiff in fact says that

the Defendant thereby meant and intended to charge the plaintiff with the crime of Larceny and that he was so understood by those who heard him." The latter part of the sentence appears at the conclusion of the document, and is given here as written by Logan, partially in the body of the document, and at the very end of the declaration, he also wrote, "and the plaintiff avers that the Defendant thereby meant and intended to charge the plaintiff with the crime of Larceny and that he was so understood by the bystanders." The other parts of the declaration were penned by Lincoln, who also wrote the cover notations. The date of filing appears to be in the hand of Eastham. A long series of legal maneuvers and much legal skirmishing preceded the trial of this case. A jury was called upon April 4, 1842, *heard the evidence, and retired for deliberation. The following day it ruled against Logan & Lincoln by finding for William B. Taylor, defendant in the case.*

Of the March term of the Circuit court A. D. 1842—

State of Illinois }
} s s
Sangamon county }

Charles Thurman, plaintiff, complains of William B. Taylor defendant, being in custody &c. a plea of Trespass on the Case— For that whereas the said plaintiff now is a good, true, honest, just and faithful citizen of this state, and as such has always behaved and conducted himself. and until the committing of the several grievances by the said defendant as hereinafter mentioned, was always reputed, esteemed, and accepted by and amongst all his neighbours, and other good and worthy citizens of this state, to whom he was in any wise known to be a person of good name, fame and credit, towit, at the county aforesaid—

And whereas also, the said plaintiff has not ever been guilty, or until the time of the committing of the said several grievances by the said defendant, as hereinafter mentioned, been suspected to have been guilty of larceny or any other such crime. By means of which premises, he, the said plaintiff, before the committing of the said several grievances by the said defendant as hereinafter mentioned, had deservedly obtained the good opinion of all his neighbours, and other good and worthy citizens of this state, to whom he was in any wise known towit, at the county aforesaid—

Yet the said defendant, well knowing the premises, but greatly envying the happy state and condition of the said plaintiff, and contriving, and wickedly and maliciously intending to injure the said plaintiff, in his said good name fame and credit, and to bring him into public scandal, infamy, and disgrace, with and amongst all his neighbours and other good and worthy citizens of this state, and to cause it to be suspected and believed by those neighbours and citizens, that he the said plaintiff had been guilty and was guilty of larceny, and to subject him to the pains and penalties by the laws of this state made and provided against, and inflicted upon persons guilty thereof, and to vex, harrass, oppress, impoverish, and wholly ruin him the said plaintiff, heretofore towit, on the day of November, in the year of our Lord one thousand eight hundred and fortyone, at the county aforesaid, in a certain discourse which he the said defendant then and there had with the said plaintiff, in the presence and hearing of the said last mentioned citizens, falsely and maliciously spoke and published to, and of and concerning the said plaintiff, these false, scandalous, malicious, and defamatory words following; that is to say. "You" (meaning the said plaintiff) "are a damned rogue, and I" (meaning said defendant) "can prove it." "You (meaning the said plaintiff) "are a damned rogue"— "You (meaning said plaintiff) are a rogue" he, the said defendant thereby meaning that the said plaintiff had been and was guilty of the crime of larceny— And the plaintiff in fact says that the defendant thereby meant and intended [inte]nded to charge the plaintiff with the crime of Larceny and that he was so understood by those who heard him— And afterwards, towit, on the day and year aforesaid, at the county aforesaid, in a certain other discourse, which the said defendant then and there had in the presence and hearing of divers good and worthy citizens, of this state, he the said defendant, further contriving and intending as aforesaid then and there, in the presence and hearing of the said last mentioned citizens, falsely and maliciously spoke and published of and concerning the said plaintiff, these other false, scandalous, malicious and defamatory words following, that is to say "He" (meaning the said plaintiff) "is a damned rogue, and I" (meaning the said defendant) "can prove it" "He" (meaning the said plaintiff) "is a damned rogue" "He (meaning said plaintiff) is a rogue" He, the said defendant thereby meaning that he the said plaintiff had been and was guilty of the crime of larceny and the plaintiff avers that the Defendant thereby meant and intended to

charge the plaintiff with the crime of Larceny and that he was so understood by the Bystanders of the committing of which said several premises, by the said defendant, the said plaintiff says he is injured, and he has sustained damage in the sum of two thousand dollars, and therefore he brings his suit &c.

Logan & Lincoln, p. q.

Thurman
vs
Taylor
} Declaration

Filed Feby 11. 1842
M. Eastham
pr J H Matheny

DECLARATION OF THE PLAINTIFF IN THE SUIT OF DORMADY VS. BRADFORD, SANGAMON CIRCUIT COURT, FEBRUARY ~~18~~ 11, 1842

(Herndon-Weik Collection)

This declaration is interesting for the fact that Lincoln started a piece of work, but did not complete it. He wrote the words, "Of the March term of the circuit court," and the paper continues in his handwriting down to the words, "A plea of trespass on the case—." At this point the document is continued in another handwriting, and the same hand concludes the declaration. The denial is in the hands of Strong & Doremus, while Logan wrote, "And the plff joins in Demurrer," which he signed for Logan & Lincoln. The only other handwriting by Lincoln other than that cited, is his interlineation which occurs after the two or three carets marked in by him. He wrote the word "a," before certain discourse, and twice wrote remarks after marking carets to show their place in the paper. His hand was responsible for, "You (meaning said plaintiff) are a rogue." and "He (meaning said plaintiff) is a rogue." It will be noted that he changed from the words "damned rogue," to "rogue." As he left the words, "damned rogue" unchanged in at least two places, it cannot be definitely stated whether he was moderating the language, or giving the exact words of the defendant upon a second occasion. He was a man little given to profanity, although a "damn" slips into his letters upon rare occasions.

The cover notations, with the exception of date of filing, are in the handwriting of Lincoln. The penmanship of the declaration with the exception of the matter cited is in the hand

of neither Logan or Lincoln and may have been another person in their office. Although Lincoln was guilty of errors in spelling, as we have seen, such misspelling as, "defamitory," "comiting," and "lawas" for the word, "laws" were not characteristic of his legal papers. These misspellings and another hand, show the paper to be only in part a work of his pen. Upon December 21, 1840, *while attending a meeting of the legislature, Lincoln voted against a bill for the relief of his future client Dormady, explaining that Dormady had twice brought charred notes to the State Bank. The bank had refused payment, and the court had upheld the bank. There is a strange contrast in such a practice by Dormady, and his declared reputation for complete honesty, although he may have brought the charred bills in good faith, and asked for relief by the state legislature, after the court decision had left him no other recourse.*

This case was argued upon July 29, 1842, *but Logan & Lincoln failed to convince Judge Treat that Bradford had been guilty of slander.*

Of the March term of the Circuit court A. D. 1842—

State of Illinois }
} s s
Sangamon county }

William Dormady, a plaintiff, complains of John S. Bradford, defendant being in custody &c. of a plea of trespass on the case— For that whereas the said plaintiff now is a good true honest just and faithful citizen of this state and as such has always behaved and conducted himself until the commiting of the several grievances, by the said defendant as hereinafter mentioned was always reputed, esteemed, and accepted by and amongst all his neighbors, and other good and worthy citizens of this state to whom he was in any wise known to be a person of good name, fame and credit to wit at the county aforesaid and whereas also the said plaintiff has not ever been guilty or until the time of committing of the said several grievances by the said defendant as hereinafter mentioned, been suspected to have been guilty of Larceny or any other such crime By means of which premises he the said plaintiff before the committing of the said several grievances by the said defendant as hereinafter mentioned, had deservedly obtained the good opinion of all his neigh-

bors and other good and worthy citizens of this state to whom he was in any wise known to wit at the county aforesaid.

Yet the said defendant well knowing the premises, but greatly envying the happy state and condition of the said plaintiff and contriving and wickedly and maliciously intending to injure the said plaintiff, in his said good name fame and credit and to bring him into public scandal, infamy and disgrace with and amongst all his neighbours and other good and worthy citizens of this state and to cause it to be suspected and believed by their neighbours and citizens that he the said plaintiff had been and was guilty of larceny and to subject him to the pain and penalties by the law as of this state made and provided against and inflicted upon persons guilty thereof, And to vex harrass, oppress, impoverish and wholly ruin the said plaintiff. heretofore to wit on the day of November, in the year of our Lord one thousand eight hundred and forty one, at the county aforesaid in a certain discourse which he the said defendant then and there had with the said plaintiff of and concerning him the said plaintiff in the presence and hearing of divers good and worthy citizens of this state then and there in the presence and hearing of the said last mentioned citizens falsely and maliciously spoke and published to and of and concerning the said plaintiff these false, scandalous, malicious, and defamitory words following that is to say "you" (meaning the said plaintiff) "are a damned rogue, and I" (meaning said defendant) "can prove it" "you (meaning the said plaintiff) "are a damned rogue" "You (meaning said plaintiff) are a rogue" he, the said defendant thereby meaning that the said plaintiff had been and was guilty of the crime of larceny and afterwards, to wit, on the day and year aforesaid at the county aforesaid in a certain other discourse which the said defendant then and there had in the presence and hearing of divers good and worthy citizens of this state, he the said defendant further contriving and intending as aforesaid then and there in the presence and hearing of the said last mentioned citizens falsely and maliciously spoke and published of and concerning the said plaintiff these other false, scandalous, malicious and defamitory words following that is to say "He (meaning the said plaintiff) "is a damned rogue, and I" (meaning the said defendant) "can prove it" "He (meaning the said plaintiff) is a damned rogue" He (meaning said plaintiff) is a rogue" the said defendant thereby meaning that the said plaintiff had been and was guilty of the crime of larceny. By means of the committing

of the which said several premises by the said defendant the said plaintiff says he is injured and has sustained damages in the sum of two thousand dollars, and therefore he brings his suit Ec

Logan & Lincoln p. q.

Deft by Strong & Doremus his attorneys comes &c and denies the said declaration in short

Strong & Doremus

And the plff joins in Demurrer

Logan & Lincoln p q

Dormady
vs
Bradford
} Declaration

Filed Feby 11 1842
M Eastham
pr J H Matheney

LETTER OF LINCOLN TO JOSHUA FRY SPEED, FEBRUARY 18, 1842

(Herndon-Weik Collection)

This paragraph was omitted in the Nicolay and Hay version of the letter to Speed. It comes between the paragraph which begins with the words, "If you went through the ceremony," and the concluding paragraph of the letter. For a comparison of the Nicolay and Hay letter and that in the Herndon-Weik Collection, see Nicolay and Hay, Complete Works of Abraham Lincoln I:187-189. *The two letters are alike with the exception of the omission of the above paragraph.*

I hope with tolerable confidence that this letter is a plaster for a place that is no longer sore—God grant it may be so—

TRIBUTE TO BOWLING GREEN, SANGAMO JOURNAL, FEBRUARY, 1842

The premature death of Bowling Green in early February, 1842, *was a matter of deep regret to Lincoln who in this brief contribution to the Sangamo Journal gave feeling expression to his high regard for an old friend.*

We have just received intelligence of the death of our old friend, *Bowling Green.* We learn that he was carried off, on Sunday evening last, at the residence of one of his neighbors, a third of a mile from his own, by that most sudden of all destroy-

ers, Apoplexy. In one minute from the time he was considered, by himself and all around him, in perfect health, he was a corpse. This intelligence will excite an emotion of sorrow throughout all Southern and Middle Illinois. In every neighborhood of these regions, a witness will be found to testify to his universal goodness of heart, and to his dauntless bravery, in that period of our history, when the blows of the ruthless savage were to be warded off of the heads of helpless families. From his old companions, in arms and early hardships and privations, we claim the generous tear of sympathy.

NOTE GIVEN BY JAMES GAMBREL TO LINCOLN, FEBRUARY 24, 1842

(Lincoln National Life Foundation Photostat)

The original of this note is owned by Gordon A. Block of Philadelphia. All but the signature is written by Lincoln. On the back he wrote "Gambrel note $20." *Below this by Logan "Logan and Lincoln" is written. Gambrel was a contentious pioneer who furnished much business for the lawyers of Sangamon county. There is no evidence that this was payment of a fee, but as Logan & Lincoln presented a petition on March* 18, 1842, *to have Gambrel declared bankrupt, it is possible that this was his way of paying a legal fee which he owed Lincoln.*

Springfield, Feby 24th. 1842

On or before the first day of November next I promise to pay A.. Lincoln twenty dollars in good fire wood about four feet in length, at the selling price when delivered, to be delivered at any place designated by said Lincoln, in the city of Springfield —for value received—

James Gambrel

Gambrel
note $20
Logan & Lincoln

ADDENDA TO A LETTER TO JOSHUA SPEED, FEBRUARY 25, 1842

This is the concluding sentence to a letter to Joshua Speed which is found in Nicolay and Hay's Complete Works, Volume 1:210.

No clerk is appointed yet

L .....

DECLARATION OF THE PLAINTIFF IN THE SUIT OF GOODELL & COMPANY VS. DUFF & COMPANY, SANGAMON CIRCUIT COURT, MARCH 4, 1842

(Herndon-Weik Collection)

This complete declaration and the cover notations, with the exception of the date of filing in the hand of Calhoun, came from the pen of Lincoln. He omitted a few carets, a thing not characteristic of his legal documents, but exercised great care in the precision of his wording. The word, "business" is consistently spelled as in modern usage, but a hasty writing caused the word, "ensuing" to become "esuing." This document is a good example of many of the Lincoln papers, in its use of spaces for clarity of content. Frequently phrases like "the said defendants," "the said sum of money," and "day of February," are set apart from the rest of the document. These spacings do not appear to be accidental, and are not found in the legal papers of Stuart, Logan, Douglas, Baker, Hewett or Urquhart. The mind of Lincoln cannot be read, but it does appear that he meant these spaces to separate important phrases from the rest of the paper, and thus give a clarity not found in the legal papers of his colleagues and opponents.

A writ of inquiry was awarded in this case upon Lincoln's motion on March 30, 1842. *This means that Duff & Company permitted a judgment to be given in default, in order that the plaintiff, Goodell & Company's damages might be assessed and ascertained, because of inability to do so by mere calculation. Upon April* 6, 1842, *Goodell & Company received judgment for* $573.92 *debt and one cent damages. The following day John Duff entered a motion to have the judgment rendered against him set aside, but the court overruled his motion.*

Marvellous Eastham, one of the defendants in the case, was a Democrat, who was elected justice of the peace for Sangamon county in 1838. *Abraham Lincoln voted for his Whig opponent, Francis Taylor. The Northern Cross Railroad which is referred to was the first railroad in Illinois. Construction was started in May,* 1838, *and the first rail was laid at Meredosia, Illinois. Like many short line railroads of an era of frenzied railroad building, high hopes were entertained for it, but it had neither the rolling stock or equipment for successful operation. It was decrepit by* 1844, *and although later revived, it passed into new hands and gained new life under a new name. There is evidence that it*

later became a part of the Great Western Railroad, a line with which Abraham Lincoln had important litigation cases, as attorney for the plaintiff, the railroad being the defendant. It was this line that carried Lincoln upon the first lap of his journey to Washington in February, 1861. *There is a good account of the railroad in Starr, John W. Jr., Lincoln and the Railroads (New York,* 1927) 32-39.

And on the first day of the month in which Lincoln filed the declaration of Goodell & Company, it was set forth in the journals read by him, that Clay, continuing his war against Tyler, had introduced in the Senate at Washington, with a lengthy argument, a series of resolutions laying down rules for the reduction of current expenses and for the raising of a revenue sufficient to meet them. Clay proposed that tariff duties be raised to thirty per cent, and restoration of the distribution among the states of the proceeds of land sales. These resolutions no doubt had the hearty approval of their author's follower, Abraham Lincoln, but, duly referred to the appropriate committee of the Senate, they did not come to light again until Clay had left that scene of action. During the first days of March, 1842, *Lincoln may also have noted with approval the enactment of legislation more significant of the future trend of events—passage by the Massachusetts Legislature of an act limiting the working hours of children.*

Of the March term of the circuit court, A. D. 1842—

State of Illinois } s s
Sangamon county }

Calvin Goodell and Harrison Goodell, doing business under the style and firm name of C. Goodell & Co, plaintiffs complain of John Taylor, John Duff, John A. Keedy and Marvellous Eastham, doing business under the style and firm name of John Duff & Co, defendants, being in custody &c. of a plea that they render unto the said plaintiffs the sum of two thousand, seven hundred and ten dollars, and eightyeight cents which they owe to and unjustly detain from them— For that whereas heretofore, towit, on the ninth day of April in the year of our Lord one thousand eight hundred and fortyone, at Springfield, towit, at the county aforesaid, by a certain writing under seal, then and there made between the said plaintiffs in their firm name aforesaid, of the one part; and the said defendants, in their firm name aforesaid,

of the other part, and now shown to this court, the date whereof is the same day and year aforesaid, the said plaintiffs agreed to furnish and deliver to the said defendants on or before the first day of August then next ensuing twentyone thousand lineal feet of white or Burr Oak lumber, sawed six inches square, and to be free of rot, sap, or windshake, on the line of the Northern cross rail road about two miles East of New Berlin, the said lumber to be in sticks of twelve, fifteen, or eighteen feet in length: and the said defendants thereby agreed to pay the said plaintiffs for said lumber in manner and form in said writing under seal obligatory mentioned, towit, to pay said plaintiffs four dollars and fifty cents per hundred lineal feet for the aforesaid twentyone thousand feet of lumber, the one half of which was to be paid by the fifteenth day of June then next ensuing, or when one half of the said lumber should be delivered as aforesaid, and the ballance to be paid thirty days after the delivery of all the lumber as aforesaid; And by an addition to said writing under seal, made at the same time and place with said writing under seal, by said plaintiffs and defendants, bearing date the same day and year with said writing under seal, sealed with the seals of both parties, and signed with their firm names aforesaid, which addition is now shown to the court, it was declared by said plaintiffs and defendants to be expressly understood, that fifteen per cent was to be retained by the said defendants out of the payment which was to fall due on the said fifteenth day of June then next ensuing, according to the conditions of said writing under seal, until all the timber or lumber contracted to be delivered should be delivered, when the said fifteen per cent was also to be paid by said defendants to said plaintiffs—as by the said writing under seal, and the aforesaid addition thereto, reference to the same being had, will more fully appear— And the said plaintiffs in fact say, that they did deliver to the said defendants, twentyone thousand lineal feet of White & in sticks of twelve, fifteen, and eighteen feet in length Burr Oak lumber, sawed six inches square, and free of rot, sap, or windshake on the line of the Northern Cross Rail Road about two miles East of New Berlin, on and before the first day of August, next ensuing the making of said writing under seal, excepting a small portion of said lumber, towit, four hundred lineal feet thereof, which the said plaintiffs in fact say they, afterwards to wit on the day of in the year aforesaid, at the place required in said writing under seal, as aforesaid; delivered to said defendants,

and the same was then and there accepted by said defendants—

Yet the said defendants did not, nor would pay to the said plaintiffs, the said sum of four dollars and fifty cents for each one hundred lineal feet of the twentyone thousand feet of lumber aforesaid, according to the meaning and effect of the said writing under seal, & the said addition thereto or otherwise howsoever, by reason of which said premises an action hath accrued to the said plaintiffs to demand and have of and from the said defendants the sum of nine hundred and forty dollars and fifty cents, parcel of the sum above demanded.

And whereas also, afterwards towit, on the second day of August in the year aforesaid, at the county aforesaid, the said defendants agreed with the said plaintiffs, to pay the said plaintiffs five cents a foot, lineal measure, for all the Rail Road lumber said plaintiffs would deliver to said defendants, until the Rail Road aforesaid should be completed, or until said plaintiffs should be ordered by said defendants to discontinue delivering said lumber; in consideration of which the said plaintiffs then and there agreed with said defendants, to deliver to them as much lumber at that price, as they conveniently could—

And the said plaintiffs in fact say, that before and on the day of the year aforesaid, at the county aforesaid, under the agreement last aforesaid, they delivered to the said defendants, seven thousand seven hundred and eighty-five feet lineal measure of Rail Road lumber, amounting, at the price aforesaid, to the sum of three hundred and eightynine dollars and twentyfive cents, which lumber was accepted and received by said defendants— Yet the said defendants did not nor would, pay the said plaintiffs the said sum of three hundred and eighty-nine dollars, and twentyfive cents, according to the meaning and effect of the agreement last aforesaid, but therein wholly failed, and made default: by reason of which said premises, an action hath accrued to the said plaintiffs to demand and have of and from the said defendants, the further sum of three hundred and eightynine dollars and twentyfive cents, parcel of the sum first above demanded—

And whereas also afterwards, towit; on the twentieth day of February in the year of our Lord one thousand eight hundred and fortytwo, at the county aforesaid, the said defendants were indebted to the said plaintiffs in further sum of one thousand, three hundred and fiftyfive dollars, and fortyfour cents, for Rail Road lumber, sheeting plank and rails, before that time delivered

by the said plaintiffs to the said defendants, and at the special instance and request of the said defendants; and to be paid by the said defendants to the said plaintiffs, when they the said defendants should be thereunto afterwards requested: whereby, and by reason of the said last mentioned sum of money, being and remaining wholly unpaid, an action hath accrued to the said plaintiffs, to demand, and have of and from the said defendants the said sum of one thousand three hundred and fiftyfive dollars and fortyfour cents, parcel of the sum above

To the damage of the said plaintiffs of the sum of one thousand three hundred and fiftyfive dollars and fortyfour cents, and therefore they bring their suit &c.

Logan & Lincoln p. q.

C. Goodell & Co.
vs } Declaration
John Duff & Co.
Filed Mar 4. 1842
J Calhoun
pr J H Matheny

BILL IN CHANCERY IN THE SUIT OF CROW & CROW VS. CROW ET AL, SANGAMON CIRCUIT COURT, MARCH 17, 1842

(Herndon-Weik Collection)

This bill was prepared in part by Lincoln, and in part by his partner, Stephen Trigg Logan. The cover notations were penned by Logan, with the exception of the date of filing. Lincoln started penning the document, and continued down to the statement that "the said David Crow is not of sound mind." At this point, Logan penned the words, "And that administration of his estate has been granted to Job Fletcher Jr—." Lincoln resumed at this point with the words, "They further state that said Robert Crow died seized," and continued to the words, "and which was conveyed," where Logan penned "to said Philip Wineman as a gift by way of advancement, altho, the deed purports to be made for a valuable consideration." The junior partner resumed at this point, and continued to the words, "and that on a final hearing of this cause your Honor," at which point Logan took over and completed the document. It will be noted that

Lincoln spelled "beginning" in the modern way, and not "begining" as seen in many of his papers of 1834-1837. *He repeated himself upon occasion, using the word "of", twice in the first description of the land, and preceding it with a repetition of "quarter." In neither case were the words crossed out as they were in most of the papers penned by Lincoln.*

The document affords a good comparison between the legal papers of Logan and Lincoln. The Logan hand is easily read and larger than the neat script of the junior partner. Logan was careless in his use of capitals to begin a sentence, a fault not found in Lincoln. The junior partner punctuated, and carefully separated the names of the defendants while Logan ran them together in a jumble. The senior partner listed a paradoxically named defendant, Francis Minerva Crow, while his junior partner used, "Frances Minerva" thus distinguishing her as a young woman. The word "hotchpot" is a word familiar to the legal profession, but not to lay readers as a whole. In the accepted sense as construed in present day statutes, it means, that children or heirs of an intestate who have received advances must contribute to the personal estate of the intestate the value of such advance, or account for such advance, and then share in an equal division of the estate.

To the Honorable, the Judge of the Sangamon circuit court in chancery sitting—

Humbly complaining showeth unto your Honor your orators, Edward Crow and William D. Crow, that some time in the month of September in the year of our Lord one thousand eight hundred and forty, their father, Robert Crow, departed this life, leaving, in addition to your orators, the following named heirs at law, towit:

Grandison B. Crow, Jane Wineman, and Philip Wineman her husband, Mary McAlister, Elizabeth Crow, Frances Minerva Crow, and David Crow, all children except the said Philip Wineman; and also Margaret Crow, his widow—

They also state that the said David Crow is not of sound mind— And that administration of his estate has been granted to Job Fletcher Jr—

They further state that the said Robert Crow died seized except as hereinafter mentioned, of the following described lands, towit:

The West half of the South West quarter of Section One, in Township Thirteen North of Range Six West

The East half of the South East quarter of Section Two, same Township and Range—

The North East quarter of Section Two, same Township and range—

The South West fourth of the South East quarter of Section Thirtyfive, in Township Fourteen North, same Range aforesaid—

A part of the South East quarter of the South East quarter of Section Thirtyfive, in the same township and Range last aforesaid

beginning at the South East corner, thereof and running diagonally through the same to the North West corner, and thence South and East with the lines of said quarter section to the beginning—

The East half of the North West quarter of Section Two, in Township Thirteen North of Range Six West—

The exception to this above mentioned, is, that about six years since, the said Robert Crow now deceased, by deed of gift, conveyed to the said Philip Wineman about thirty acres including all that portion lying South of Sugar creek, and a certain branch running into said creek from a South Westerly direction through said half quarter of the East half of the South East quarter of Section Two, in Township Thirteen North of Range Six West, of which said Wineman took, and still retains the possession—and which was conveyed to said Philip Wineman as a gift by way of advancement altho, the deed purports to be made for a valuable consideration.

Your orators further state that about the month of October A.D. 1836, the said Robert Crow put your orators into possession of a small tract of the above described lands, composed of parts of the East half of the South East quarter, and of the South half of the North East quarter, both of Section Two, same Township and Range last aforesaid, as follows towit; Including all of the East half of the South East quarter of Section Two, Township Thirteen North of Range Six West, except the part conveyed to Wineman as aforesaid, and an undefined portion of the South half aforesaid, including the mill now occupied by your orators.

They further state that there was and is upon said tract so put in their possession, a site for a water mill; and that the said

father gave them, the possession of the same with the request that they should erect upon said site a water mill; and with the promise that in case of their doing so, he would give them said tract of land. They also state, that in pursuance of the request of their said father, and relying on his said promise, they did erect on said site, by their own exclusive labour and expense, a mill of great value, towit of the value of fifteen hundred dollars— They state that they completed said mill about or near two years before the death of their said father; but that owing to mere negligence, no conveyance was made by him to them of said tract so put in their possession— They also state that there was no writing between their said father and them concerning said mill tract, and that a portion of the other heirs now refuse to convey the same to them; and that the whole of the real estate of which their father so died seized remains undivided—

They therefore pray that the widow and heirs aforesaid be made defendants to this Bill, and that the People's writ of subpoena issue for them, and that they be required to answer &c. and that in a final hearing of this cause, your Honor may decree that partition be made of the lands aforesaid between the Heirs of said Robert Crow deceased and that your Orators may have their portion allotted to them including the mill and other improvements put on the land aforesaid by them and without regard to the value of the improvements so put on the lands— or if your Orators cannot have a division of said land without regard to said improvements that they pray that the lands may be divided and that your orators may have a decree against the estate of said Robert Crow deceased for the value of said improvements; they pray further that said Wineman be compelled to bring the land conveyed to him into hotchpot and account for the value thereof before he receive any further share of said lands and that the widow dower be assigned her in said lands— they state that no assignment of dower has ever been made to her. They pray that said Wineman on his oath answer and say whether he ever paid said Robert Crow deceased any consideration for the land conveyed to him as aforesaid; if so when how and in what he paid; whether said land was not conveyed to him as a gift by way of advancement

They pray that said David Crow Grandison B Crow Jane Wineman Philip Wineman Mary McAlister Elizabeth Crow Francis Minerva Crow, Heirs and Margaret Crow widow and Job Fletcher Jr administrator of Robert Crow deceased be made

defendants to this Bill and answer thereto & Subpoena be issued against them directed to the Sheriff of Sangamon County Commanding him to summon them to appear in your Court on a day to be therein named & answer this Bill— And they pray for such other and further relief as their case may require

Logan & Lincoln p q—

William Crow &
Edward D Crow
vs
Grandison B Crow
Jane Wineman
Philip Wineman
Mary McAlister
Elizabeth Crow
Francis M Crow &
David Crow (Heirs)
&
Margaret Crow widow
&
Job Fletcher Jr. (adm.
of Robert Crow decd)
Filed ma 17. 1842
J. Calhoun
pr J H Matheny

ANSWER OF JEESE B. THOMAS FOR DAVID CROW IN THE SUIT OF CROW VS. CROW ET AL, SANGAMON CIRCUIT COURT, MARCH 17 (?), 1842

(Herndon-Weik Collection)

This answer of Jesse B. Thomas was penned by Lincoln, and signed by Thomas. Attorney Lincoln wrote, "nonsane," originally but then changed to "insane." This would account for the incorrect grammar of the words, "a insane defendant," for the original "a non-sane defendant" was correct usage. The document is undated, but is placed in March, 1842, *possibly as of the seventeenth, the date of the filing of the bill in chancery. In many cases the guardian filed his answer almost immediately, and in some cases, upon the same day as the filing of the bill.*

It is interesting to recall that it was in the mid-days of March, 1842, *that General James Adams, Lincoln's old enemy, helped Joseph Smith to set up a Masonic lodge in the Mormon*

town of Nauvoo, while at the White House in Washington President Tyler gave a reception to Washington Irving and Charles Dickens.

The answer of Jesse B. Thomas, guardian ad litem of David Crow, a in-sane defendant, to a bill in chancery filed against him and others in the Sangamon circuit court by William Crow and Edward Crow—

This Respondent, saving, reserving &c. for answer to complainants Bill, says that he knows nothing as to the truth or falsity of the allegations of said Bill, and that he requires full proof thereof to be made—

J B Thomas

DECLARATION IN THE SUIT OF LEWIS VS. STAPLEFORD, SANGAMON CIRCUIT COURT, MARCH 18, 1842

(Herndon-Weik Collection)

The declaration in this case is the work of Lincoln, as are the cover notations, with the exception of the date of filing. After the word "boots," Lincoln wrote "Lewi," crossed it out, and penned "whi" above it. He crossed out the "whi" and replaced it with the word "him." He then followed the word "him" with the clause, "the said Lewis was and still is unlawfully entitled to have possession," but crossed out all of the words except "the said Lewis." Little is known about this case except that it was an action in replevin. Logan & Lincoln represented Lewis, and John T. Stuart and Henry E. Dummer appeared for Stapleford.

Of the March term of the circuit
court of Sangamon county A. D. 1842

State of Illinois } ss.
Sangamon county }

Edward Stapleford was summoned to answer Thomas Lewis of a plea wherefore he took the goods and chattels of the said Lewis and unjustly detained the same against sureties and pledges, until &c. and thereupon the said Lewis complains, for that the said Stapleford on the day of November A. D. 1841 at the county aforesaid, in a certain house there in Springfield took the goods and chattels, towit, twenty sides of sole leather,

three half boxes of tobacco, one box of candles, three reams of wrapping paper, one half barrel of rice, one half barrel of sugar, fifty pounds of coffee, Five kegs of nails, fortyfour boxes of blacking, twelve gallons of lamp-oil, one box of pipes, three tin buckets, three tin pans, three coffee pots, and eighteen pair of boots, of him the said Lewis of great value, towit of the value of one hundred and sixty dollars, and unjustly detained the same against sureties and pledges until &c. wherefore the said Lewis says that he is injured and has sustained damages to the amount of one hundred dollars and therefore he brings suit &c.

Logan & Lincoln p. q

Lewis
vs } Decln
Stapleford
Filed mar 18 1842
J. Calhoun
prJ HMatheny

DECLARATION DRAWN BY LINCOLN IN THE SUIT OF HILL & McGRAW VS. McPHERSON ET AL, SANGAMON CIRCUIT COURT, MARCH 18, 1842

(Herndon-Weik Collection)

This declaration was drawn by Lincoln, as were the cover notations, with the exception of Clerk Calhoun's date of filing. It might be read as anything from "1842" *to* "184n". *The* "2" *in the* "1842" *in the hand of Lincoln is faint, but clear enough to place this legal paper as of the year* 1842. *Lincoln seems to have fallen into a grammatical error, in the next to last paragraph, where he has added the words, "nor said Anderson," for the sentence would then read incorrectly, and should read in this manner, "Yet neither the said defendants nor said Anderson have as yet paid the said sum of money, etc." The known records in this case reveal the fact that Logan & Lincoln represented Hill & McGraw, while Silas W. Robbins and Charles R. Welles represented the defendants in the action. Silas Robbins appeared in cases as co-counsel with Lincoln as well as in several against the Springfield attorney. He was one of the abler attorneys on the circuit, and practiced before the Sangamon circuit court, the Supreme Court of Illinois, and the Federal district court at Springfield.*

Of the March term of the
Sangamon circuit court A. D. 1842

State of Illinois } ss.
Sangamon county }

Daniel B Hill and Charles G McGraw, late doing business under the style and firm name of Hill & McGraw, plaintiffs complain of Jesse McPherson and Miles Gray, survivors of William Anderson, late partners, doing business under the style and firm name of McPherson Anderson & Gray, defendants being in custody &c of a plea of Trespass on the case on promises. For that whereas the said defendants, together with said Anderson since decd. heretofore towit, on the fifth day of September in the year of our Lord one thousand eight hundred and thirtyseven at the county aforesaid, made their certain promissory note in writing, (signing thereto their firm name aforesaid) bearing date the day and year aforesaid, and thereby then and there promised to pay on or before the first day of January then next ensuing, to the said plaintiffs by their firm name aforesaid, the sum of two hundred and twelve dollars and seventyfive cents, for value received and then and there delivered said note to the said plaintiffs; by means whereof, and by force of the statute in such case made and provided the said defendants together with said Anderson since deceased then and there became liable to pay to the said plaintiffs the said sum of money in the said note specified, according to the tenor and effect of said note; and being so liable, they the said defendants, together with said Anderson since deceased in consideration thereof, afterwards to wit, on the day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiffs, to pay them the said sum of money in the said note specified, according to the tenor and effect thereof—

And whereas also afterwards, towit, on the first day of December in the year 1841, at the county aforesaid the said defendants were indebted to the said plaintiffs in the further sum of four hundred dollars, for goods, wares and merchandise, before that time sold and delivered by the said plaintiffs to the said defendants, and the said Anderson in his lifetime and at the special instance and request of the said defendants; and the said Anderson and for interest on divers large sums of money before that time due and owing by the said defendants & said Anderson to to the said plaintiffs, and the payment of which, by the said

plaintiffs' forborne to the said defendants & said Anderson for divers long spaces of time, and at the like special instance and request; and being so indebted they the said defendants, in consideration thereof, afterwards, towit, on the day and year aforesaid, undertook, and then and there faithfully promised, the said plaintiffs to pay them the said last mentioned sum of money when they should be thereunto afterwards requested

Yet the said defendants, nor said Anderson (although often requested so to do) have not as yet paid the said sum of money above specified, or either of them, or any part thereof; but so to do have hitherto wholly neglected and refused, and still do neglect and refuse; to the damage of the said plaintiffs of the sum of five hundred dollars, and therefore they bring their suit &c.

And the said plaintiffs aver that the aforesaid causes of action accrued in said county of Sangamon; and that they, the said plaintiffs reside in said county of Sangamon, and they further state that the note declared on in the first count of this declaration has been lost or destroyed, so that upon diligent search, they can not find it—

Logan & Lincoln p. q.

(Copy of account)

1837		
Sept. 5th	McPherson Anderson & Gray	To
	Hill & McGraw	Dr
	To good wares and merchandise as per bill rendered.	$212.75
	To interest	187-25
		400-00

Hill & McGraw

vs } Decln

McPherson, Anderson & Gray

Filed Mar 18 1842
J. Calhoun
pr J H Matheny

DECLARATION OF PLAINTIFF IN THE SUIT OF BARRET VS. SAUNDERS, SANGAMON CIRCUIT COURT, MARCH 18, 1842

(Herndon-Weik Collection)

This entire document is in the hand of Lincoln, with the exception of the answer of Strong & Baker. His habit of running two words such as "twenty five" into "twentyfive" is very apparent in this document. In line four Lincoln split the word "Springfield" into two parts, thus "Spr" and "ingfield," due to the fact that he had reached the margin of his paper. The only people who benefited by this case were the attorneys and Saunders. The former received fees, while the latter was saved payment of judgment to any extent. It was a great crop of litigation for small results, as the jury awarded Barret the sum of one cent damages.

During the week in which Logan & Lincoln appeared for the plaintiff in this suit of Barret vs. Saunders, there was enacted in the House at Washington a dramatic chapter in the history of the anti-slavery movement, details of which no doubt in due course were read and weighed by the junior member of the firm. Upon March 21, 1842, *Joshua R. Giddings of Ohio, stout champion of the slave, introduced in that body a series of resolutions concerning the case of the brig Creole, dealt with in another place. These resolutions declared that slavery existed only by local municipal law; that the jurisdiction of the municipal law did not extend over the high seas; that the negroes on the Creole had not violated any law of the United States, and that any attempt to again enslave them was unauthorized by the Constitution and prejudicial to the national character. These resolutions provoked the instant wrath of Southern members of the House. Debate was cut off by the previous question; Giddings was denied an opportunity to defend himself, and a vote of censure was passed declaring that he deserved "the severest condemnation of the people of this country." Whereupon Giddings promptly resigned his seat in the House, returned to his constituents, issued an address, was re-elected by a handsome majority and returned to his seat in Congress.*

State of Illinois } s s
Sangamon county }

Of the March term of the Sangamon circuit court, A D 1842—

Cyrus G Saunders was summoned to answer Richard F. Barret, wherefore he took the goods and chattels of the said Barret, and unjustly detained the same against sureties and pledges until &c and thereupon the said Barret complains for that the said Saunders on the day of March A. D. 1842 in Springfield in the county aforesaid, in a certain house then took the goods and chattels, towit thirtysix feather beds, sixty pillows, ninety pillow slips, ninety pairs of sheets, sixtyseven blankets, fortyfive coverlets, fourteen wash-stands, fourteen small tables, ten large tables, two kitchen tables, two bureaus, one side-board, one centre-table, two mantle glasses, seven chamber glasses, one hundred and ninety-five yards of carpeting, four settees, two coal stoves, seven wood stoves, two cooking stoves, nineteen straw beds, twelve mattresses, one hundred and sixty chairs, two desks, one clock, twentyfive table cloths, twentyfour candlesticks, one globe lamp, one street lamp, two fish lamps, one street lamp, one large tin churn, fortyseven bed steads, of him the said Barret, of great value, towit of the value of five hundred dollars, and unjustly detained the same against sureties and pledges, until &c.

And also, for that the said Saunders on the day and year aforesaid, at the place aforesaid, had in his possession other goods and chattels towit, thirtysix feather beds, sixty pillows, ninety pillow slips, ninety pairs of sheets, sixtyseven blankets, fortyfive coverlets, fourteen wash stands, fourteen small tables, ten large tables, two kitchen tables, two bureaus, one side-board, one centre-table, two mantle glasses, seven chamber glasses, one hundred and ninety five yards of carpeting, four settees, two coal stoves, seven wood stoves, two cooking stoves, nineteen straw beds, twelve mattresses, one hundred and sixty chairs, two desks, one clock, twentyfive table cloths, twentyfour candle sticks, one globe lamp, two fish lamps, one street lamp, one large tin churn, and fortyseven bedsteads, of which the said Barret then was lawfully entitled to have the possession, of great value, towit of the value of five hundred dollars, and unjustly detained the same against sureties and pledges, until &c. Wherefore the said Barret says that he is injured, and has sustained damages to the amount of one hundred dollars, and therefore he brings his suit &c.

Logan & Lincoln p. q.

1. None capit to first count
2. Non deterunt to second count
3. Property in [?] to be sold

Strong & Baker Atty

Filed mar 18 1842
J Calhoun
J H Matheny

APPEAL FOR CHANGE OF VENUE IN THE SUIT OF PEOPLE VS. CHARLES, SANGAMON CIRCUIT COURT, MARCH 30, 1842

(Herndon-Weik Collection)

This appeal for change of venue was drawn by Lincoln, and signed by his client, Charles. John Calhoun attested to the swearing of the appeal, and he also penned the cover notations for the case. Attorney Lincoln seems to have been rushed for time as he omitted the word "to", before "the statutes", and the word "case" before "made and provided." As he did not fill in the omissions, it appears that he failed to re-read this legal paper before filing it.

And in Washington on the last day of March, 1842 *occurred an event noted with interest and regret by the junior member of the firm of Logan & Lincoln. Henry Clay, finally aware that he could not win his fight with President Tyler, resigned his seat in the Senate in order to devote his time and energies to his contest for the Whig nomination for the Presidency in* 1844. *An eager audience crowded both the galleries and floor of the Senate to hear him deliver, when presenting the credentials of his successor, John J. Crittenden, a valedictory address in which in a flow of stately sentences he reviewed his long public career, and, putting aside resentment of every sort, craved pardon for his shortcomings.*

There was silence for a moment when Clay had concluded, and then Preston of South Carolina, rising from his seat and declaring that what had just taken place was an epoch in the history of the Senate, moved an adjournment which was agreed to without dissent. Then his fellow senators gathered about Clay to bid him farewell. A little later as he was leaving the chamber he met Calhoun and the two veterans, who had had many a savage passage at arms, shook hands for the first time in many years. Clay's valedictory, Benton, with a touch of sarcasm, records in

his Thirty Years "was the first occasion of the kind, and thus far, has been the last; and it might not be recommendable to any one except another Henry Clay—if another should ever appear—to attempt its imitation."

To the Honorable the Sangamon county circuit court—

The People of the State of Illinois
vs
Andrew Charles
} Indictment for Larceny—

Same
vs
Same
} Indictment for Burglary—

Same
vs
Same
} Indictment for living with a woman in open state of adultery—

Your Petitioner, the defendant in the above entitled cases, being first duly sworn, states on oath that he fears he will not receive a fair and impartial trial, in the above cases, or either of them, in this court, on account that the minds of the inhabitants of the county of Sangamon are prejudiced against him— He therefore prays that this honorable court will award him a change of venue in each and all of said cases, according to the statutes, in such made and provided

Andrew Charles

Sworn to and Subscribed in open Court March 30 1842
J Calhoun Clk

People
vs
Charles
Filed March 30/42
J. Calhoun ck

ANSWER OF DEFENDANT IN THE CHANCERY SUIT OF TRAILOR VS. HILL, SANGAMON CIRCUIT COURT, APRIL 5, 1842

(Herndon-Weik Collection)

This answer was penned by Lincoln, and signed by his client, Hill. Calhoun wrote the cover notations. It is possible that Lincoln omitted the word, "it", in the clause, "if were necessary,"

following the words, "though he supposes he could easily obtain it, . . ." It is also possible that he left out the word "a", in the clause, ". . . that it is a matter of great indifference, . . . ," but the two omissions make little difference in the context of this legal document. It should be noted that Lincoln spelled "described" as "discribed", and used "distription" for description", whereas he gave the correct spelling of "misdescribed" upon two occasions.

On April 6, 1842, the day after Lincoln filed the defendant's answer in this suit, Lord Ashburton arrived in this country to begin with Daniel Webster, Tyler's secretary of state, negotiations which when completed and ratified were to settle weighty problems between the two nations, including the disputed northeastern boundary line of the United States and Canada.

The answer of Leroy L. Hill to the Bill in chancery filed against him by Joel Trailor in the Sangamon circuit court—

This Respondent saving, reserving &c. for answer to so much of said Bill as he is advised it is material for him to answer, says, that he, Respondent, did make and execute the exhibit filed by complainant and marked A; same of the

But this respondent denies positively, that the purchase money, the consideration for said sixty acres of land, was three hundred dollars. He states that the transaction was as follows, and not otherwise— He, Respondent, had purchased said sixty acres of land of the School Commissioner of Christian county, for the agreed price of one hundred dollars; but had not paid for it, or received a conveyance of it, when it was agreed between complainant and this Respondent, that complainant should take the land off of respondent's hands, at the same price respondent had contracted to give, and no more, and that complainant should substitute his note to the said School commissioner for the said one hundred dollars in lieu of Respondents note, all of which will be manifest by reference to the memorandum on the back of said exhibit A. signed by said Complainant.

He states positively that complainant, by the agreement with him, never was to pay any more, than one hundred dollars, and the interest thereon for said land, and that that was to be paid to the School Commissioner aforesaid, and not to this Respondent: And he denies that complainant ever has paid to him, for said sixty acres of land, any thing whatever in any form whatever. He further states that he is informed and believes that said complainant has never given his note to said School commissioner according to the said agreement, nor offered to give it—

He further states that it is true, that said complainant and Respondent have had other dealings with each other, by which Respondent sold and conveyed to complainant other land, and received part payment for it; but that nothing was ever received by respondent from complainant, for the sixty acres of land in his Bill mentioned—

He further states that it is true, he has not the legal title to the said sixty acres of land, though he supposes he could easily obtain it, if were necessary; and he further states that it is matter of great indifference with him, whether the contract in relation to it between complainant and Respondent, be affirmed or disaffirmed—

He admits that the land meant to be described in said exhibit, is therein misdescribed; but he also alleges that the land meant therein to be discribed, is also misdescribed in complainants Bill— He states that the true discription of the land intended to be described in said exhibit is as follows to wit: Sixty acres, being the East three fourths of the North half of the South E. West quarter of Section Sixteen in Township Twelve North of Range Three West of the Third Principal Meridian—

This Respondent, states that his own note, for which by agreement, complainant was to substitute his note, still remains in the hands of the School commissioner; and this Respondent is still liable upon it, and has, together with his brother who jointly executed with him, paid interest on the same, since the undertaking of the complainant as aforesaid—

And now this Respondent having fully answered, he prays to be hence discharged with his reasonable costs—

Leroy L Hill

sworn to & subscribed
before me this 5th day of April
1842
J Calhoun clk.

Joel Trailor
vs. } Answer
L. L. Hill
Filed April 5th 1842
J Calhoun clk

PETITION FOR THE PARDON OF MICHAEL HILL DRAWN BY LINCOLN, APRIL 2, 1842

The petition here reproduced was the first of a generous number of like sort which Lincoln between 1842 *and* 1860 *presented to successive governors of Illinois for the pardon of criminals. In the Archives Department of the Illinois State Library, there are twenty original petitions of this sort, each with an interesting history. Lincoln served as an attorney for ten of the men for whom he later sought executive clemency. In some of the cases he appended a note to a letter of the judge, asking for clemency. Five times he drew up a petition to be signed by friends of the convicted man and in seven cases he merely signed the petition. Michael Hill had been convicted in the Sangamon circuit court on charges of manslaughter for killing a man named Lewis. Following the names of petit jurors who signed the petition drawn up by Lincoln are the signatures of 92 business men of Springfield. Lincoln and Logan, his second law partner, are the concluding names on the petition. Judge Samuel H. Treat, who had presided at the trial of Hill, addressed a letter to the governor asking immediate pardon because of "an entire absence of any intention on his (Hill) part to take the life of Lewis," and the lack of "moral guilt in this case, requiring corporal punishment. The law has been fully vindicated by the conviction." Governor Carlin granted the pardon five days after the presentation of Lincoln's petition.*

To his Excellency Thomas Carlin, Governor of the State of Illinois—

The undersigned, your petitioners, respectfully represent that Michael Hill has, at the March term (now in session) of the Sangamon Circuit Court, been tried of an indictment for manslaughter, and a verdict of guilty, and that he be confined in the penitentiary for the term of one year and ten days found against him; that your petitioners are the jurors that rendered the verdict; that, under their oaths, they felt it their duty to render such verdict as they did, but that, considering the circumstances, they deem Mr. Hill a most fit subject for the Executive Clemency; that he is an elderly, respectable and peaceful citizen, with a large and respected family; that he was highly provoked, by oft repeated and long continued abuse, to strike the fatal blow, and that, when he did strike, it is agreed by all, he had no intention of killing, or very seriously hurting the unfortunate deceased.

They therefore respectfully request that your Excellency will grant him a full pardon of the entire punishment imposed by the law in the case."

PETITION TO SELL REAL ESTATE AND ANSWER OF GUARDIAN AD LITEM IN THE SUIT OF HENRY VS. WHITWELL HEIRS, SANGAMON CIRCUIT COURT, APRIL 5, 1842

(Herndon-Weik Collection)

Lincoln drew this petition to sell real estate. The swearing of the document was attested to in the hand of Clerk Calhoun, as was the date of filing upon the cover notations. The other cover notations were drawn by Lincoln. In the second paragraph, Attorney Lincoln described the real estate as the "West half of the North West quarter of Section One," but corrected himself by crossing out the words, "West half of the." It seems apparent that he was thinking of the "West half of the North East quarter," as this phrase follows immediately after the corrected description of the real estate. Although the answer of Edwards as guardian ad litem is undated in the Herndon-Weik Collection, it is placed as of April 5-6, 1842, *for it was at this time that Dr. Henry filed his petition to sell the real estate of Isaac Whitwell to meet the outstanding debts of the Whitwell estate. William M. Whitwell, a child, and Ann Jane, wife of Isaac Whitwell were asked to be named as defendants to the petition. Although the answer of Edwards may not have been penned immediately after the petition, it seems probable that it was penned about the time of its filing. The report of the commissioners in this case was filed and approved upon August* 8, 1845.

To the Honorable the Judge of the Sangamon circuit court—

Your Petitioner Anson G. Henry, respectfully represents, that some time in the month of in the year 1840 one Isaac S. Whitwell departed this life, leaving the following named heirs at law, towit: William M. Whitwell, a child, and Ann Jane Whitwell, his widow—

That said Whitwell also died seized of the following described real estate, towit:

The North West quarter of Section One in Township Sixteen North of Range Four, West— The West half of the North East quarter of the same section Township and Range.

The North half of the West half of the North East quarter of Section Thirtyfour, in Township Seventeen

North of the Range aforesaid—

That your Petitioner has been duly appointed administrator of the estate of said deceased, that he has faithfully applied all the personal assets of said estate to the payment of the debts thereof, and that the same prove insufficient to pay said debts— He further states that said lands are suitable for one entire farm, that they cannot be divided without manifest and serious injury to the parties in interest—

He therefore prays that said heirs be made defendants to this Petition, and that your Honor will decree that said lands be sold in an entire parcel, and sufficient of the proceeds be applied to the payment of said debts to discharge the same— And that your Honor will make such order concerning the custody and management of the overplus as may seem proper in the premises— And as in duty bound &c.

A G. Henry

Subscribed and sworn to before me
this 7th day of April 1842

J Calhoun ck

A. G. Henry
vs } Petition to sell real estate —
The heirs of
Isaac S. Whitwell
deceased—
filed April 5th 1842
J Calhoun

———0———

The answer of Benjamin S. Edwards, *guardian ad litem* of the infant defendant William M. Whitwell, to the Petition of the administrator of Isaac S. Whitwell deceased, filed against said defendant in the Sangamon circuit court—

This Respondent, saving, reserving &c. for answer says that he has examined the Petition of the Petitioner and the papers therewith filed, and that he knows of no reason consistent with the interest of his ward, why the prayer of said Petition should not be granted—

B. S. Edwards
Guardian ad litem &c

LETTER OF LINCOLN TO JOSHUA SPEED, APRIL 13, 1842

(Herndon-Weik Collection)

This is one of many letters Lincoln wrote to his friend Joshua Fry Speed following the latter's return from Springfield to his Kentucky home. The judge mentioned was the partner of Lincoln at the time, Stephen T. Logan. The judgment against Lockridge was granted upon March 28, 1842, *and amounted to* $312.09. *It was granted in favor of James Bell & Company. Branson was later sued by Speed and Logan & Lincoln won the case by default upon November* 17, 1843. *The political candidates mentioned for state representative were all voted for by Lincoln upon August* 7, 1842. *He voted for W. F. Elkin for sheriff at the same time. Billy Herndon, a later law partner, was not favored by the man whom he aided in many legal suits. Ninian W. Edwards was the "mortified" Whig, and the brother-in-law of Mary Todd Lincoln.*

Springfield April 13, 1842

Dear Speed

Your letter to the judge and me in relation to some claims of yours to be put in our hands by Mr. Hurst was received some days since. The notes have not yet been handed over to us, tho they will be at any moment we desire them—

The best information we can give you as to the solvency of the men you mention—is that so far as we can learn, they stand precisely as they did, when you left. We have got a judgment against Lockridge as you anticipated, and Bell, by some conversational arrangements with him, has been induced to direct us to stay the execution a few months. As to Mr. Richards note, the judge I presume will attend to it, but for me I cannot even dun him. John Branson called on me to-day and begged to not be sued. He says he admits it has been owing long enough—to be paid but that he will positively pay sooner than collection could be made by law—and that he will give most any security we will ask; write us what we shall do with him. On Saturday we had a Whig county convention to nominate candidates, and now guess who compose the ticket. For Representatives Wm. Caldwell, Sugar Creek, James Brown, Island groves, Wm. Hickman, Mechanicsburg, and Judge Logan in town. Col. Elkin for sheriff again; Billy Herndon and Dr. McNeil are candidates for the legislature on their own hooks, & Harvey in like manner for sheriff.

Our ticket is very popular—and will certainly succeed with great ease. Edwards is a little mortified tho, he is quite quiet—and has permitted no one but me to know his feelings—he goes for the ticket without complaint. Give my love to your dear Fanny and remind her once more of that letter she owes me—are not she and you going to pay us a visit during the summer or autumn—
As ever yours

A. Lincoln

EXECUTION IN THE SUIT OF ALLEN VS. PATTERSON, MENARD CIRCUIT COURT, APRIL 16, 1842

(Herndon-Weik Collection)

The first part of this document concluding with the words, "Lincoln & Logan p.q.", is in the hand of Lincoln. The rest of the document has slight differences from the characteristic hand of Lincoln, but appears to have been written by him. The two "4's" in the dates are identical as are the "A's" in Allen, leading to a conclusion that the complete document was written by Lincoln. Upon Monday, June 14, 1841, *Patterson defaulted in the case, and Allen, the client of Logan & Lincoln, was awarded a judgment of* $328.34. *The John McNeil would appear to be John McNamar, one time fiance of Ann Rutledge. He had returned in* 1835 *from a visit to his native New York and taken up residence again in Illinois.*

In the Menard Co. Circuit
Court, June Term 1841.

James D. Allen
vs.
William Patterson

The Clerk of said court will issue Execution in the above entitled cause and hand the same to the Sheriff of said county of Menard

April 16th 1842—
Logan & Lincoln
p. q.

J. D. Allen
vs. order for Excn.
Wm Patterson

Filed April 16
1842

By request of Lincoln
in Springfield in
the presence of
John McNeil

LETTER TO GEORGE W. HAWLEY, APRIL 18, 1842

(Lincoln National Life Foundation Photostat)

The bankruptcy law passed by Congress in the summer of 1842 *furnished an unexpected volume of business for the lawyers of Illinois. Between February* 1, 1842 *and March* 3, 1843, *the period the law was in effect, the firm of Logan & Lincoln found bankruptcy cases an important source of income. Petitions in bankruptcy were filed by* 87 *of the* 94 *counties of Illinois. Sangamon county produced* 70 *petitions. Judge Pope kept the "Bankrupt Court" in almost continuous session from March,* 1842, *to April,* 1843. *Attorney's fees in bankruptcy cases averaged* $10.00 *a case and many lawyers living at a distance from Springfield turned their cases over to Springfield attorneys. Logan & Lincoln thus received* 77 *cases. The cases turned over to them came from* 25 *counties. Their methods in handling these cases is shown by the letter to George W. Hawley of Dixon, Illinois, here reproduced, which does not appear in any previous volume of Lincoln's writings. Fred N. Vaughn, Amboy, Illinois is the owner of the letter.*

Springfield, April 18, 1842

Mr. G. W. Hawley.

Inclosed are the papers in your case, which together with your property and credits must be delivered up to the assignee at once— We have written the letters and sent them to your distant creditors according to the rule— You must give the personal notices to your creditors residing in your own county— Your cash account with us stands as follows—

To your credit State Bank	$10.00
" Shawneetown	10.00
	20.00

Of this we have expended of State Bank $6.00 leaving on hand $4.00— Of the Shawnee, we have expended for these papers

$3.00, for postage on your letters 37½ cents; for 70 day publication $4.00 in all $737½ leaving on hand $2.62½—

Yours &c

Logan & Lincoln

LETTER OF LINCOLN TO FREDERICK A. THOMAS, APRIL 21, 1842

(First published in New Letters and Papers of Lincoln by Angle)

The transfer in 1837 *of the capital from Vandalia to Springfield caused the removal to the latter of the United States circuit and district courts of Illinois. The removal of these courts to Springfield, as already noted, brought a substantial increase to the local bar. Lawyers living at points distant from the capital retained Springfield counsel for their Federal court work rather than face the cost and difficulties of personal attendance. One of those who followed this course was Frederick A. Thomas of Lawrence county to whom was addressed the letter from Lincoln here reproduced, now owned by Morris S. Thomas of Chicago. Jesse Kilgore Dubois to whom Lincoln refers in his postscript was elected one of two representatives of Lawrence county on August* 1, 1842, *which makes it clear that he lent a willing ear to the advice of a friend.*

The day Lincoln wrote Thomas, General Zachary Taylor, in anticipation of his retirement from long service in the army, bought Cypress Grove Plantation of 1923 *acres with its eighty-one slaves, located ten miles below the town of Rodney on the eastern bank of the Mississippi, giving for them* $35,000 *in notes and* $60,000 *in cash. Soon unexpected turns of the wheel were to make Taylor, a stranger to political affairs, one of the heroes of the war with Mexico and the Whig nominee for President, a candidacy in which he was to have the zealous and effective support of Representative Lincoln of Illinois.*

And upon April 22, 1842, *John C. Calhoun, then a hopeful aspirant for the Democratic nomination for President, wrote a supporter: "My friends think my strength increases daily. There is no doubt I am much the strongest man in Congress." Indeed, Calhoun when he wrote this letter regarded Van Buren as the only man who stood between him and the Presidency, but Benton, stout friend of the former President, found ways to impair the prospects of the South Carolina senator, and in the end the Demo-*

cratic nomination went not to Van Buren or Calhoun, but to a dark horse—Polk. And opposition to President Polk and his ways was in due course to prelude Representative Lincoln's retirement to private life.

Springfield, April 21 1842.

Friend Thomas:

Yours of the 11th Inst. was received some days since. As to the Rules, it would be useless to send you a copy; in asmuch as the Supreme court of the U. S. have adopted a set of Rules, which supercede, the rules adopted by the District court. The Supreme court Rules have not yet reached us. The personal attendance here of your friend Dr. Flanders is not absolutely necessary. When you get hold of the rules, make out his papers according to them, and send them to me, and I will do my part here, for whatever you charge him for doing your part there. One thing bear constantly in mind; that is, that unless I am furnished with money to pay costs as the case progresses, I can not move an inch—and State Bank paper will not do, at that. The whole cost, exclusive of lawyer's fees, will be, as we think, about $20. in something at least as good as Shawnee.

Yours &c

A. Lincoln

P. S. Tell J. K. Dubois he must come to the Legislature again; that I am off the track, and that the wheels of government will instantly stop without the aid of one of us.

A. L.

MORTGAGE DRAWN BY LINCOLN, PETER RICKARD FROM WILLIAM BUTLER AND PHILIP C. LATHAM, APRIL 26, 1842

(Herndon-Weik Collection)

This mortgage beginning with the words, "This Indenture," and concluding with, "In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written," is from Lincoln's hand. All other material connected with the document is in other hands, and no part of the cover notations was penned by Lincoln.

In the phrase, "with ten per cent interest," the word "ten" is in another hand than that of Lincoln, and is a change from the original interest rate penned by him. In paragraph four of the

indenture, the use of "it's" for "its" should be noted, as it is common in the Lincoln legal papers, and is one of the errors repeated by him.

This Indenture made this twentyfifth day of April in the year of our Lord one thousand and fortytwo by and between Peter Rickard of the County of Sangamon and State of Illinois, party of the first part; and William Butler and Philip C. Latham, of the county and state aforesaid, party of the second part, Witnesseth

That the said party of the first part, for and in consideration of the sum of five hundred and sixteen dollars to him in hand paid, the receipt whereof is hereby acknowledged has granted bargained and sold; and by these presents does grant bargain and sell, unto the said party of the second part, their heirs and assigns forever, all his right, title, interest and estate in and to the West half of the South West quarter of Section Thirtyone, in Township Sixteen North of Range Five West; and the West half of the North West quarter of Section Twentyfive in Township Sixteen North of Range Six West, both in Sangamon county, and containing one hundred and sixty acres more or less—

To have and to hold to the said party of the second part their heirs and assigns forever, the above described tracts or parcels of land, together with all and singular the privileges and appurtenances thereunto belonging—

Yet upon this condition, that this deed is to operate as a mortgage only, to secure the payment of a certain promissory note of even date herewith executed by the said X party of the first part for the sum of five hundred and sixteen dollars with ten per cent interest from date until paid, payable to the said party of the second part, eighteen months after the date thereof— X Now if said note shall be paid according to it's tenor and effect this deed is to be null and void; otherwise to remain in full force and virtue— In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Peter Rickard (Seal)

State of Illinois }
Sangamon county }

Before me the undersigned Clerk of the County Commissioners Court for Sangamon County personally appeared Peter

Rickard and Executed the foregoing mortgage and who is personally Known to me to be the identicle person who executed the same and for whom and in whose name the same is proposed to be acknowledged and acknowledged the execution of the same to be his free and voluntary act and deed for the purpose therein named

In Testimony whereof I have hereunto Subscribed my name and affixed the Seal of my office at Springfield this 24th day of April A D 1842

N W Matheny Clerk

Peter Rickard
To } Mortgage
Wm. Butler & P. C. Latham
Filed for Record
at 2. oclock P. M
April 25th 1842
Fee $—75
B
J.Calhoun
Clerk

Recorders office City of Springfield April 26th 1842

State of Illinois } s s
Sangamon County }

I. Benjamin Talbott Recorder for said County do certify that the within Mortgage Deed is Recorded In my office in Book T & page 42—

Benjamin Talbott R. S. C.

AGREEMENT BETWEEN KING, BUTLER AND MOFFETT DRAWN BY LINCOLN

All of this document except the signatures is in Lincoln's handwriting. On November 17, 1841, *Joseph Torrey and Frank L. King trading under the name of J. Torrey & Company had secured a judgment by confession against Folsom Dorsett for* $636.21.

Whereas William Butler and Thomas Moffett are sureties on a certain promissory note for the sum of three hundred dollars with twelve per cent interest from date until paid payable

to P. C. Latham three weeks after date and bearing date Sept. 22, 1839 to which note Joseph Torrey & Co. are principals and of which firm I am a member and have assumed to pay said note. Now therefore to secure said Butler and Moffett from paying said note or any part thereof I transfer all book accounts due to me to them and for the same purpose I assign to them the notes of which the following is a list. (Here is given a list of seventy-one debtors with the amount due from each of them).

And for the same purpose I transfer to said Moffett and Butler a judgment in the Sangamon Circuit Court in favor of said Joseph Torrey Co. against Folsom Dorsett for the sum of $636.21 cents rendered Nov. 17, 1841.

Said accounts notes and judgment are to be in the custody and control of Turner R. King as the mutual agent of the parties who is to collect the money thereon as fast as possible and apply the same to the payment of the note first mentioned, and to return the surplus if any to me.

In testimony whereof I hereunto set my hand this 27th day of April 1842.

F. L. King
By T. R. King

RECORD OF THE SUIT OF LINCOLN VS. TURNER & TURNER, DEWITT CIRCUIT COURT, MAY, 1842 OR LATER

(Herndon-Weik Collection)

This record dating from September 8, 1841 to *May* 5, 1842 *is undated in the Herndon-Weik Collection. It is placed as being probably later than May, and may be as late as* 1843. *It is placed here as being some time after May* 5, 1842, *as it was upon this date of the May Term that the case was continued upon the motion of Lincoln, as is mentioned in the "Scire facias" to William Turner. It is included as a brief contemporary report of the early history of a case in which Lincoln acted as attorney and plaintiff. The complete discussion of the case appears in the footnotes to the summons of September* 13, 1841.

The opening days of May, 1842, *were attended by other matters of interest to Lawyer Lincoln. Upon May* 4, *the aging Jackson welcomed Van Buren as guest at the Hermitage, and, seconded by James K. Polk, who hoped to be the Democratic nominee for Vice-President in* 1844, *urged his visitor to declare*

for the annexation of Texas then fast becoming a primary issue in national politics. Van Buren, however, did not heed the promptings of his old chief, and two years later was put aside for Polk by the Democratic national convention. Again upon May 8, Daniel Webster resigned as Tyler's secretary of state, to quote one of his biographers, "a weary and disillusioned man." One of Webster's last official acts was to set afoot an arrangement by which Great Britain was to have Oregon down to the mouth of the Columbia, and in turn was to consent to the cession to the United States by Mexico of the major portion of California, including the harbor of San Francisco. Nothing came of this plan, but it prompted John Quincy Adams to grimly record in his diary that "Webster's political profligacy is gigantic." All of which throws light on the fact that Webster's last years were troubled ones, marked in growing measure by the loss of old friends.

State of Illinois
County of DeWitt } ss The people of the State of Illinois

To the Sheriff of DeWitt County Greeting

Whereas heretofore to wit on the 8th day of September A D 1841 there was filed in the office of the Clerk of the Circuit Court of the aforesaid county of DeWitt a praecipe in the words and figures following to wit

Abraham Lincoln
vs
Spencer Turner
& Wm Turner } Trespass on the case on promises Damage $300.00

The clerk of the DeWitt Circuit Court will issue process in the above Entitled Cause

Logan & Lincoln Pl atty

And also a certain declaration in the words and figures following *to wit*

State of Illinois
DeWitt County &
Circuit
A D 1841 } Of the October Term of the Circuit Court of said County

Abraham Lincoln plaintiff, complains of Spencer Turner and William Turner defendants in Custody &c of a plea of trespass

on the Case upon promises for that whereas the said defendants heretofore towit on the 23rd day of May in the year of our Lord one thousand Eight Hundred and forty at Clinton to wit at the County and Circuit aforesaid made their certain promissory note in writing the said William Turner signing his name thus William his X Turner bearing date the day and year aforesaid and there- Mark by then and there promised to pay ninety days after the date thereof to the said plaintiff by the name of A Lincoln the sum of two Hundred dollars for value received and then and there delivered the said promissory note to the said plaintiff by means whereof and by force of the Statute in Such Case made and provided the said defendants then and there became Liable to pay to the said plaintiff the said sum of money in the said promissory note Specified according to the tenor and Effect of the said promissory note and being so Liable they the said defendants in consideration thereof afterwards to wit on the day and year aforesaid at the county & State Circuit aforesaid undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money in the said promissory note specified accordingly to the tenor and Effect of the said promissory note yet the said defendants although often requested so to do have not as yet paid the said sum of money in the said promissory note Specified or any part thereof but so to do have hitherto wholly neglected & refused and still do neglect and refuse to the damage of the said plaintiff of Three Hundred Dollars and therefore he sues &c

Logan & Lincoln p. q

(Copy of Note Sued on)

"Clinton May 23rd 1840 Ninety days after date I promise to pay A Lincoln two Hundred Dollars for value received

Spencer Turner
his
William X Turner"
mark

State of Illinois } ss
County of DeWitt }

The people of the state of Illinois to the Sheriff of DeWitt County *Greeting* you are commanded to summon Spencer Turner and William Turner If found in your County to be and appear

before the Circuit Court of DeWitt County on the first day of the next term to be holden at Clinton on the next Thursday after the first Monday of October next to answer Abraham Lincoln of a trespass on the case on promises to his damages three Hundred dollars as he saith and have you then and there this writ and make due return thereon in what manner you execute the same

In testimony whereof I have hereunto set my hand and private Seal there being no official Seal yet provided of our said Circuit Court

(Seal)

Daniel Newcomb Clerk

John J McGraw Dept Clerk

And also a Judgment rendered at the October term of the Circuit Court of DeWitt County which is in the words and figures following to wit—

A Lincoln vs Spencer Turner & William Turner	Trespass on the case

This day came the plaintiff and the defendant Spencer Turner having been regularly served with process and being called came not but made default It is therefore ordered by the Court that the plaintiff recover of said defendant Spencer Turner the sum of two Hundred and thirteen Dollars and fifty cents for his damages by the clerk assessed and also his costs herein expended and that he have Execution therefor It is further ordered that a summons in the nature of a scire facias Issue against the defendant William Turner directed to the Sheriff of Logan County requiring said defendant to show cause at the next Term why he shall not be made a party to the foregoing Judgment and be in all respects Liable to pay the same

And also at the may term of the Circuit Court of said county of Dewitt as follows to wit

A Lincoln vs Spencer Turner & Wm. Turner	Scire facias to Wm Turner to make party to Judgment

This day came the plaintiff and on his motion this cause is continued

DECLARATION OF PLAINTIFF IN THE SUIT OF MORRIS VS. JONES ET AL. COLES CIRCUIT COURT, MAY 13, 1842

(Herndon-Weik Collection)

This declaration and the quoted notes are completely in the handwriting of Lincoln. The cover notations in regard to sending the document to Ellington appear to be in an unfamiliar handwriting. The date of filing was penned and signed by Ellington, while the information upon the title of the case was furnished by the pen of Lincoln. The word, "privilege" appears as "previlege" in the body of the declaration, and also in the quoted note. The Lincoln "e" and "i" may be confusing at times, but the word appears to be spelled as "previlege" in both note and declaration, with no dot over any "i". It could not be that Lincoln was quoting the note in declaration, although he gives the sense of it in the document. The word "discription" is less troublesome, for Abraham Lincoln definitely dotted the initial "i" in his spelling of "description", an error common with lawyers of the day. This case was tried by the court, and the plaintiff awarded a judgment of $290.40. *Lincoln appeared for the plaintiff.*

The same week in which fell the filing of the Morris declaration occurred an event, duly recorded by the press, of which no doubt Lawyer Lincoln read and took careful note. This was the departure from Independence, Missouri, of the second emigrant train to set forth from that town for Oregon. Its leader was Elijah White, who was to prove a stormy petrel in Oregon history, and it numbered upward of one hundred men, women and children. It reached the Whitman Mission on September 14, *and marked the beginning of a great migration which seven years later was to make Oregon a territory, the proferred governorship of which at his wife's behest was to be put aside by Abraham Lincoln.*

State of Illinois
Coles county } Of the May term of the circuit court A. D. 1842—

John Morris, plaintiff who sues for the use of R. & E. W. Taylor & Co, complains of Benjamin F Jones, William R. Jones, and Dumas J Vanderen, defendants in custody &c of a plea of trespass on the case upon promises— For that whereas the said defendants heretofore towit, on the twentyninth day of August

in the year of our Lord one thousand eight hundred and thirty-nine, at the county aforesaid, made their certain promissory note in writing bearing date the day and year aforesaid, and signing their names thereto thus "Benj. F. Jones, W. R. Jones, Dumas J Vanderen," and thereby then and there promised to pay, twelve months after the date thereof, with the previlege of delaying payment twelve months longer by paying twelve per cent interest per annum thereon, after the first twelve months, to the said plaintiff, by the discription of J. Morris, the sum of four hundred dollars, for value received and then and there delivered the said note to the said plaintiff; by means whereof, and by force of the statute in such case made and provided, the said defendants then and there became liable to pay to the said plaintiff the said sum of money in the said note specified, according to the tenor and effect of the said note, and being so liable, they the said defendants, in consideration thereof, afterwards, towit, on the day and year, aforesaid and at the county aforesaid, undertook, and then and there faithfully the said plaintiff to pay him the said sum of money in the said note specified according to the tenor and effect thereof—

Yet the said defendants (although often requested sotodo) have not as yet paid to the said plaintiff the said sum of money in the said note specified or any part thereof, but so to do have hitherto wholly neglected and refused, and still do neglect and refuse to the damage of the said plaintiff of five hundred dollars, and therefore he brings his suit &c.

Dunbar p q

(Copy of note sued on)

"$400

Twelve months after date we promise to pay Jn. Morris four hundred dollars for value Recd. with the previlege of twelve months longer by paying twelve pr cts Interest after the 1st 12 months— Augt 29th 1839.

Benj. F Jones
W. R. Jones
Dumas J. Vanderen"

Nathan Ellington
Clerk of Ct Ct
Charleston
Coles Cty
Ill

Please send
this Immediately
to Ellington

Morris
vs
Jones
Jones &
Vanderen
} Declaration

Filed May 13th 1842
N. Ellington Clerk

PLEA AND NOTICE IN THE SUIT OF PEARSON & ANDERSON VS. MONROE & EASTIN, COLES CIRCUIT COURT, MAY 24, 1842

(Herndon-Weik Collection)

The plea and notice in this case are in the hand of Lincoln with the exception of the line signed by Linder. The cover notations are from the pens of Clerk Ellington and Lincoln, the former writing the date of filing, and filling in the abbreviation, "ads", as Lincoln appears to have written, "vs." They are perhaps the best examples of a confused Lawyer Lincoln at his worst. He has changed the verbs in the second line to agree in person with the subjects, but in the preceding one has left the clause, "said defendants comes and defends," untouched. Later he writes the possessive "plaintiff's" for the correct word "plaintiffs", and as seen, penned "vs" for "ads". He appears to have overcome the fault in the notice to the plaintiffs, and this is easily and smoothly written. Linder was Usher F. Linder, an associate of Lincoln in the Illinois Legislature. The two men tried cases together in Edwards and Coles counties under the firm name of Lincoln & Linder, or Lincoln, Linder & Dill. They were associated as counsel for Robert Matson in his suit to recover the Bryant slaves, one of the more noted Lincoln law cases. The suit of Pearson vs. Monroe involved a debt, and was an assumpsit suit. It was argued before the court upon May 27, 1842, taken under advisement and dismissed at the defendants' cost upon October 25, 1842. Lincoln represented the defendants, Monroe and Eastin.

And it was in the closing days of May, 1842, that Lincoln read with questioning concern that Martin Van Buren following his visit to Jackson at the Hermitage had been for four days the guest of Henry Clay at Ashland. Then, if ever, the

Democratic and Whig leaders reached an agreement to oppose Texan annexation. Diligent search has failed to find evidence of such agreement; but the fact remains that two years later their attitude upon Texas cost one a nomination for and the other election to the Presidency—an outcome deeply regretted by Clay's devoted follower—Abraham Lincoln of Springfield.

Monroe & Eastin
ads
Pearson & Anderson

And the said defendants comes and defends the wrong & injury when, where &c and says plaintiff actio non because they say they do not owe the plaintiff in manner and form as the plaintiff's in their declaration have complained against them, and of this they put themselves upon the country &c.

Lincoln p. d

And the plff does the like

Linder

And the defendants hereby notify the plaintiffs that they will offer to prove on the trial of this cause that they have paid and discharged the note in the declaration mentioned in money and notes on third persons accepted by plaintiffs on conditions which have since been determined so as to make them absolute payments; or that they have discharged the same partly in each of the ways above stated—

Lincoln p. d

Monroe & Eastin
ads } Plea & notice
Pearson & Anderson

Filed May 24th 1842
N Ellington Clerk

AGREEMENT DRAWN BY LINCOLN IN THE SUIT OF PATTERSON VS. WINKLER, COLES CIRCUIT COURT, MAY 26, 1842

(Herndon-Weik Collection)

This agreement is in the handwriting of Lincoln. It was signed by Winkler and Richman. Clerk Ellington penned the cover notations. It will be noted that Lincoln used the two

spellings, "maintainance," and "maintenance," the former being a formerly correct spelling, but outmoded even as early as the late seventeenth century. A customary usage appears in the employment of "it's" for "its", a habit common with Lincoln. The repetition of "this" before the word, "twentyfifth," was overlooked by him, and not crossed out as is the case in many of his legal papers. The lack of a judge's docket for Coles county makes it difficult to place Lincoln as attorney for the plaintiff or the defendant in this case. The case of Patterson vs. Winkler appears to have been dismissed upon May 24, 1842, *but it will be seen that Lincoln recorded a judgment of the court in favor of Ann Patterson. In view of the lack of conclusive evidence, the part played by Lincoln cannot be shown, but it is possible that he acted for Young E. Winkler, as he wrote the agreement which was signed by Winkler and Richmond. It is possible also that he wrote it for Ann Patterson to be signed by Winkler and Richmond, but the lack of definite evidence makes any conclusion a matter of hypothesis.*

Know all men by these presents that we Young E. Winkler and John Richmond are held and firmly bound unto John W. Trower Probate Justice of the Peace in and for the county of Coles in the State of Illinois, and his successor or successors in office, for the use and maintainance of Eliza Jane, an illegitimate child of Ann Patterson, in the sum of three hundred and fifty dollars for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators firmly by these presents

Yet upon this condition that whereas the above bounden Young E. Winkler, has this day in the circuit court of said county in open session, confessed the charge in said court made against him of being the father of said illegitimate child, and said court has adjudged that said Winkler pay the sum of fifty dollars yearly for seven years for the support, maintenance and education of said child— Now if the said Winkler shall well and truly pay to the aforesaid Probate justice of the Peace or to his successor or successors in office the said sum of fifty dollars yearly for seven years in quarter yearly payments, or shall take the charge and control of said child and keep and maintain the same for the said period of seven years, or shall demand the charge and control of said child of it's said mother and be refused the same by her, then this bond is to be void and of no effect; otherwise to remain in full force and virtue—

In testimony whereof the said Young E. Winkler and John Richman have hereunto set their hands and seals this this twenty-fifth day of May in the year of Lord one thousand eight hundred and fortytwo—

young E Winkler (Seal)
John Richmond (Seal)

A Patterson
vs
Young E. Winkler

Filed May 26th 1842
N Ellington Clerk

BILL OF EXCEPTIONS IN THE SUIT OF PARK VS. MASON, RICHLAND CIRCUIT COURT, JUNE, 1842

(Herndon-Weik Collection)

No part of this document is in the hand of Lincoln, but it is included as a partial history of a case which he argued for the defendant, being opposed by Orlando Ficklin. This bill of exceptions was the only transcript taken before the Supreme Court of Illinois as stated by Ficklin in the document for June 11, 1842. *It was agreed by Ficklin and Shaw that the decision of the court should rest upon the evidence given in this bill of exceptions.*

Benjamin F Park
vs
George Mason

Richland circuit court
June Term AD 1842

Bill of Exceptions

Be it remembered that on the trial of this cause Levi Chase was produced by the Plaintiff as a witness and on being examined by defendant touching his interest said that he with one William Lambeth cut the trees to recover the penalty for which this suit was brought and that since this suit was instituted he (witness) agreed with Defendant to pay part of the cost of this suit if Defendant lost the testimony of Levi Chase was thereupon objected to by Defendants counsel and the objection overruled by the court, and the opinion of the court was thereupon excepted to by Defendant, Levi Chase then proved that he had contracted with Defendant to get out a number of saw logs for Defendant, and shortly after he (witness) told Defendant that he wished him to shew him such timber as would suit him whereupon De-

fendant went with witness and shewed him (witness) three Poplar trees which he Defendant said would suit him, and at the same time remarked "I wonder if there is any danger of our getting on to Mr Parks land" witness made no answer and was entirely unacquainted with the lines and did not know one mans tract of land from another. witness told Defendant that he did not like to cut one of the said three Poplar trees pointed out as aforesaid by Deft, as he (witness) thought it windshaken for a considerable distance up and that it would make one or two good logs Deft. answered that that tree would suit him whereupon witness cut that tree & the other two Poplars shewn to him as aforesaid by Deft & in order to fall them safe by & convenient he witness cut several small trees to fall said Poplars upon Deft returned home & witness proceeded to chop the trees aforesaid & immediately after chopped a number of others which had not been perticularly pointed out by Deft, said witness knew nothing of the lines *himself but relied on said Defendants knowledge.* Nathan Chase was then introduced & said that in a conversation with Deft he (Deft) asserted that two of said poplar trees had been cut by Levi Chase (the first witness sworn on this trial) as aforesaid on said Plaintiffs land—but on cross examination stated that Defendant did not say in direct words that he knew the trees to be on Parks land or that he said he knew the exact lines.

Marvin P Blood stated he had carried the chain about four years ago when the lines of Parks land was run—that he witness had examined & found the stumps of Poplar trees & some other trees at the same place fresh cut on said Plffs. land witness also saw a Poplar log which he knew had come from one of said stumps on Plaintiffs land at the mill of Thomas Mason & that said log was hauled to said mill by order of Deft.

The defendants counsel objected to any of the parel declarations or admissions of the Defendant as to the Plaintiffs title to said land going to the jury which objection was overruled by the court & the opinion excepted to by Defts Counsel no Deed Patent or certificate of title was introduced by Plaintiff upon the trial

The case here rested & the Defendant moved the court to instruct the Jury 1st that the plaintiff must prove his title to the land on which the trees were cut by Defendant by Deed Patent or certificate of entry & must trace it back to the general government 2nd That the Parel Declaration of the Defendant are not sufficient evidence of title to enable the Plaintiff to maintain this suit— 3rd as this is an action of debt if the Jury believe from

the evidence that the trees in dispute were cut by Levi Chase & William Lambeth by order of Deft —that then both Chase & Lambeth must be joined in the suit & that Plaintiff must fall in this suit for not joining them in this action—

To such of these instructions as required all those in any way concerned in cutting the trees to be joined in the same action the Court refused to give also so much of them as made it indisputably necessary to produce a paper title in order to maintain this suit but instructed the Jury that the Defendant was liable for each tree he cut by himself or assisted others in cutting & for such as he pointed out & directed to be cut & which were accordingly cut & further that if the Defendant gave such instructions in reference to the place of cutting as if followed would necessarily lead the person employed in chopping upon the land of the Plaintiff then he deft—was liable for all that were thus cut

The court also instructed the Jury that evidence of title by deed &c was not indispensable to maintain this action if the Defendant admitted that he knew the trees to have been cut on the Plaintiffs land but that such admission or paper title is necessary to which opinion of the Court in admitting the testimony of Levi Chase & in refusing the several instructions asked for by the defendant he by his counsel excepts & the defendant when the Jury brought in their verdict for $48.32/100 moved the court for a new trial because the verdict was contrary to law & evidence which motion was overruled by the Court & the defendant excepts to said opinion of the court & prays this his Bill of exception may be signed & sealed & made part of the record which is accordingly done—

Wm. Wilson

EXECUTION OF DELIVERANCE OF LAND IN THE SUIT OF BAKER VS. ADDINGTON ET AL, CHRISTIAN CIRCUIT COURT, JUNE 6, 1842

(Herndon-Weik Collection)

This document beginning with the words, "James Baker," and concluding with the date, "June 6, 1842" *is in the hand of Lincoln. Clerk Vandeveer signed the H. M. in his name clearly in this case, whereas in other instances it has the appearance of H. W. This is the report approved by the court, but it was made by Vandeveer, and not Levi Goodan, the commissioner appointed by the court.*

James Baker
vs
Rebecca Addington &
Others— } In chancery

I, Horatio M. Vandeveer, who have been appointed a commissioner, by the decree of court in the above cause to convey the land therein described to said James Baker, Report, that I have executed and delivered a deed of conveyance of said land to said Baker—

June 6 1842—

H. M. Vandeveer Comr

James Baker
vs } Report Comr
Rebecca Addington & others

Filed June 6th 1842
H. M. Vandeveer, Clk

RECORD IN THE SUIT OF MASON VS. PARK, RICHLAND CIRCUIT COURT, JUNE 11, 1842

(Herndon-Weik Collection)

This document appears to be in the hand of John M. Wilson, and is included as the agreement in the case before the Supreme Court of Illinois, in which Lincoln acted as counsel for the appellee. The frequent use of small letters for capital letters, and the lack of punctuation reveal the contrast that may be seen in a comparison of most legal papers of this period in Illinois legal history with those of Lincoln. His legal documents show an unusual sense of correct usage of grammar and punctuation without pretension to formal schooling in such matters. The cover notations were penned by Ebenezer Peck, clerk of the Supreme Court. Orlando Ficklin, who appeared for the appellant in this case, was a leader of the bar, and a colleague of Lincoln in the Illinois Legislature. He frequently opposed Lincoln, but was associated with him in such noted cases as the Illinois Central Railroad vs. Morrison, and Twiney vs. Craig. Their most noted meeting was in the case of Matson and his slaves, the Bryant family. Ficklin emerged the victor in the court trial.

The opening half of June, 1842, *was marked by other events of present interest and future meaning for the junior member of*

the firm of Logan & Lincoln. Thus upon June 10, *Commander Charles Wilkes of the navy, after four years' absence returned from an expedition which had carried him to the Antarctic islands of the Pacific, and of which in due course he was to publish an account in five volumes. No doubt Lincoln then read for the first time of an officer who in* 1861, *when in command of the San Jacinto, by his capture of Mason and Slidell was to offer to him one of the weighty problems of his first months as President.*

Again on June 15, 1842, *John Charles Fremont, then still under thirty, began the first of the three exploring trips in the course of which he mapped the Oregon Trail and twice crossed the Rocky Mountains to California in the conquering of which in* 1846 *he was to play a leading and controversial part. A decade later Fremont's picturesque career and opposition to slavery were to make him the first Republican candidate for President. Abraham Lincoln gave him hearty support in that campaign, but when in* 1860 *the former was in turn the Republican candidate, and a successful one, he found Fremont one of his major problems, as a result of the Pathfinder's undue and persistent belief in his own importance, and a gift for doing the right thing in the wrong way.*

Finally before the month's end in the course of a diligent reading of newspapers Abraham Lincoln no doubt noted that upon what Thomas H. Benton, who had little faith in the integrity of Tyler's secretary of state, later styled Black Friday—June 17, 1842,—*Webster and Ashburton began discussion of the disputed Maine boundary line, a discussion which in due course had a conclusion that remains the greatest public service of Webster's later years.*

It is agreed by the counsel in this cause that no other transcript shall be taken to the supreme court except the bill of exception & that the decision be final upon the facts presented by the bill of exceptions & also that the cause stand for hearing at the July term of the supreme court without any summons being served upon the appellee

June 5th 1842

aggregate amount
of bill of costs $26.28 cts

Orlando B Ficklin
Atty for Appellant
Aaron Shaw
Atty for Appellee

I John M Wilson, clerk of said court do certify this the fore-

going instrument to be a correct copy of the said bill of exceptions as filed in my office with cost of said suit as copied from my fee book

given under my bond & sealed with my private seal (there being no seal of office) Olney
this 8th day of June AD 1842
(Seal) John M Wilson clk

George Mason
vs
Benjamin F Peck
Record
Filed 11th June 1842
E Peck
C. S. C.

PETITION FOR PARTITION AND MEMORANDUM IN THE SUIT OF MERRYMAN ET AL VS. MERRYMAN ET AL, SANGAMON CIRCUIT COURT, JUNE 29, 1842

(Herndon-Weik Collection)

This petition is from the pen of Lincoln, while the cover notes with two exceptions are in his hand. The date of filing was written by Calhoun, and the names of "Stockdale, Branson, and Fisher," appear to be in another handwriting than that of either Calhoun or Lincoln. They were the commissioners appointed to divide the lands. The memorandum and the cover notations for it are entirely in the hand of Lincoln, with a few pencilled amendments by his partner, Judge Logan. It appears that the memorandum was made some time before June 29, 1842, *as it contains all of the information presented in the petition. The petition included the changes made by Judge Logan, but as it was of June* 29, 1842, *the memorandum from which it came is placed as of this date, although it may have been penned before the date of filing for the petition filed by Lincoln.*

And in Washington on June 29, 1842, *President Tyler gave a sharper edge to his dispute with the Whigs by vetoing a provisional tariff bill which four days earlier had been passed by Congress. The Whigs, after giving bitter and noisy expression to their spleen, passed a permanent tariff bill which on August* 9 *was in turn vetoed by the President because it provided for distribution of the proceeds of public land sales—a major feature of the program Clay was seeking to put into effect, but which was*

opposed by Tyler, a states right advocate of the strictest sort. This second veto was promptly referred to a special committee, with John Quincy Adams as chairman.

The special committee in due course made a report lashing Tyler with relentless severity—a report no doubt read and approved by Abraham Lincoln of Springfield, but in the end a middle course found favor, and a coalition of Whigs and Democrats passed a tariff bill shorn of the land sales provision objected to by Tyler. Clay's distribution scheme was dead past revival.

To the Honorable, the Judge of the
Sangamon circuit court—

Your Petitioners Lucina Constant, Isaac Constant, Levinia Jane Jones, William T. Jones, and George B. Merryman respectfully represent that some time in the month of A. D. 1842. Reuben Merryman, died seized of the following described real estate situated in the county aforesaid, towit:

The North East quarter, and the East half the North West quarter, both of Section Twentytwo in Township Seventeen North of Range Four West—

The West half of the North East quarter of Section Seven, same Township & Range—

The South East quarter of Section Six, same Township and Range—

The East half of the North East quarter of Section Nineteen, same Township and Range—

The East half of the North West quarter of Section Eighteen, same Township and Range—

Seventy acres of the West half of the South East quarter of Section Seven, same Township and Range—

The West half of the North East quarter of Section Thirty, same Township and Range—

Twenty acres, being the East half of the South East fourth of the South East quarter of Section Thirtyfour, same Township & Range—

They further state that the said Reuben left the following heirs at law; towit, your Petitioners Lucinda Constant, a child, and Isaac Constant her husband,—Lavinia Jane Jones, a child and William T. Jones, her husband— & George B. Merryman, also a child— Also John S. Merryman, William H. Merryman, Francis A Merryman, and Robert F. Merryman, all children and minors; and whom your Petitioners pray may be made defendants to this

Petition— They further state that the said defendant John S— is without a guardian; that Lyman Merryman has been duly appointed guardian for the said defendant William H.— and William Jones has been duly appointed guardian for the defendants Francis A. and Robert F—

Your Petitioners therefore pray that Your Honor will order and direct a division of said lands agreeably to the rights of your Petitioners and the said defendants, by metes and bounds, and that commissioners for the purpose be appointed according to the law— And as in duty bound &c

Logan & Lincoln, for
Petitioners—

George B. Merryman et al
vs } Petition for Partition
John S. Merryman et al
Filed June 29. 1842
J Calhoun
pr J H Matheney
William Stockdale
Bejn Branson
Alexander Fisher

PETITION IN THE SUIT OF IRWIN VS. FERGUSON ET AL, SANGAMON CIRCUIT COURT, JULY TERM, 1842

(Herndon-Weik Collection)

The petition here reproduced is in the handwriting of Lincoln even to the signing of Irwin's name. The cover notations were also penned by him with the exception of the words "July T 1842," which appear to be in the hand of the clerk. This paper affords another excellent example of Lincoln's use of extra spacing to set off proper names, phrases and clauses which he may have felt should stand out from other parts of the document. Robert Irwin, as noted elsewhere, was a leading merchant and banker of Springfield. He was a member of Irwin & Company and founder as well as secretary of the Springfield Marine and Fire Insurance Company which for many years handled Lincoln's account. Irwin was a close friend of Lincoln and at one time served on the state central committee of the Whig party.

To the Honorable, the Judge of the Sangamon circuit court—

Your Petitioner, Robert Irwin respectfully represents, that some time in the month of February A. D. 1842 Benjamin Ferguson died seized of the following real estate towit: Lot nine in Block Sixteen In E. Iles addition to the (late town, now) city of Springfield—Lots three, four, six, eight, & nine, in Block Three in Lamb & Hickman's addition to said town or city—The West half of Lot Nineteen in Block One in John Taylors West addition to said town or city—

He also states that said Ferguson left Sarah Ferguson, his widow, and William, Elizabeth, Benjamin, and Robert, all children all minors— He further states, that he your Petitioner, has been duly appointed administrator of said deceased's estate, by the Probate Justice of the Peace of Sangamon County, that he discovers that the personal estate of said deceased is insufficient to pay the just claims against his estate—He therefore prays that said widow and minor heirs be made defendants to this Petition, that a guardian, *ad litem,* be appointed for said minors and that your Honor will order that said real estate, or so much thereof as shall be necessary, be sold to pay and satisfy the just claims against said estate; and, as in duty bound &c.

Robert Irwin
Adm &c.

Robt. Irwin
vs. } Petition
Sarah Ferguson
and others
July T 1842

ANSWER OF GUARDIAN AD LITEM IN THE SUIT OF IRWIN VS. FERGUSON, SANGAMON CIRCUIT COURT, JULY TERM, 1842

(Herndon-Weik Collection)

This answer of James Conkling was penned by Lincoln, but Conkling filled in his name in the first line of the document, and signed the answer. The words, "Guardian ad litem &c." concluding the paper are in the handwriting of Lincoln, as is the word "Answer," on the cover notations. The other cover

notations are in an unfamiliar hand, neither that of Lincoln or Conkling. This paper is one of the best examples of the use of extra spacing by Lincoln, as a means to set persons, and important phrases apart from other material in his legal papers. As elsewhere noted. "Benjamin Ferguson deceased" was the subject of an address by Lincoln delivered to the members of the Washington Society, a temperance society of which Ferguson had been a member. The one notation upon the case which has been made available reveals a continuance upon Novembr 30, 1842.

The answer of Jas C. Conkling guardian *ad litem* of William Ferguson, Elizabeth Ferguson, Benjamin Ferguson, and Robert Ferguson, minor heirs of Benjamin Ferguson deceased, to a Petition of Robert Irwin filed in the Sangamon circuit court praying for an order to sell the real estate of said deceased—

This Respondent saving, reserving &c. for answer to said Petition says that he has examined the same and the papers therewith filed; and that he sees no reason consistent with the interest of his said wards why the prayer of said Petition should not be granted—

Jas C. Conkling
Guardian ad litem &c.

Answer of Guard. ad Litem

ASSIGNMENT OF ERRORS IN THE SUIT OF SPEAR VS. CAMPBELL & DABNEY, SUPREME COURT OF ILLINOIS, JULY TERM, 1842

(Herndon-Weik Collection)

This assignment of errors was drawn by Schuyler Strong, and is an excellent example of a writing termed by the humorous A. Lincoln as "rabbit tracks." It is a work in distinct contrast to the carefully penned, and well worded legal papers of Attorney Lincoln. There are places in the Strong paper that prove a challenge to the reader, and in such cases, the words or phrases are followed by question marks. The only part played by Lincoln in drawing up this document, was his writing of the form reply, "In nullo est erratum," and the signature, "Logan & Lincoln p. d."

The lower court history of the case began with the filing of a bill in chancery by James Campbell and Samuel H. Dabney, in which they alleged that they had obtained judgments against Isaac P. Spear, and that Spear had become seized of real estate

before the recovery of these judgments. Spear was alleged to have conveyed the property to David Spear for no "valuable consideration," and with intent to defraud his creditors. The bill in chancery prayed that the conveyance be held fraudulent, and that the lands be made subject to payment of the judgments. David Spear made replication that the conveyance had been made for a monetary consideration, and with no intent to defraud, and Campbell & Dabney made answer to this reply.

The cause was heard by Judge Samuel H. Treat at the March, 1842, *term of the Sangamon circuit court, at which time he decreed the conveyance to be void and fraudulent, and vested title to the lands in David Spear, on condition that all or a portion of them be sold to satisfy the judgments against Isaac Spear. Appeal was made on the basis of errors assigned in this document. Schuyler Strong, Silas W. Robbins, and A. K. Smedes appeared before the Supreme Court as attorneys for the plaintiffs in error, while Logan & Lincoln represented the defendants in error.*

The case was argued on January 23, 1844, *by Robbins for Spear, and by Lincoln and Logan for Campbell and Dabney. Justice Treat handed down the opinion of the court, and held that the judgment debtor, Isaac Spear, was an indispensable party to the proceedings, a point made by the attorneys for David Spear. He pointed out that this point was not brought up before the circuit court, but was advanced for the first time before the Supreme Court of Illinois. On basis of such opinion, he reversed the decree of the circuit court, and remanded the suit to that court for further proceedings. The plaintiffs in error were granted the right to amend their bill and make Isaac Spear a party to the suit after the filing of a transcript in the case, and the costs were assessed against them.*

A summary of Lincoln's arguments and citations of legal authorities appears on pages 425-426 *of the report of this case. See* 5 *Illinois* 4 *Scammon,* 424-428.

Supreme Court
David Spear

vs Pltf in Error
James Campbell &
Samuel H. Dabney
Defts in Error

Assignment
of Errors—

And the said David Spear by S. Strong His Attorney comes &c and says that in the record and proceedings afore said and in

the giving of the decree aforesaid there is manifest error and for which said Errors said decree should be reversed— That is to say that the said Errors are as follows towit

First— There is error in that the proper persons are not parties complainants and defendants— The complainanants have no joint interest and are not proper parties— Second the said Isaac P. Spear was interested in said cause and should have been a party thereto and the decree against said David Spear alone is erroneous—

Second— The final decree is erroneous in that it decrees the said deed void as to Com as to complainants and subjects the land to the Judgment &c at law &c Because

First— There is no evidence that the conveyance or deed was fraudulent in fact—and without that evidence a Court of Chancery will not decree it void—

Second— The answer shews and is responsive to the Bill— that there was no fraud in fact and that Spear made large payments and advances by reason of the deed to creditors &c and the deed was good & valid as a security to him for those advancements &c— if even void in fact

Third—If deed was constructively fraudulent as to complainants—They could only claim or receive in a court of Equity the ballance of the property over and above advancements and payments made by Dft—as the other creditors were entitled to their pay and Defendant justified in the payments made &c

Fourth There is not sufficient evidence to decree the deed fraudulent either in fact or in law—It was not a voluntary conveyance—but upon a good & legal consid consideration—No convey ance being fraudulent in law even tho consideration is bona fide although inadequate—

Fifth— The answer being responsive to the bill shews there was no fraud in fact—And consequently convey ance not void— And if constructively fraudulent was a good and valid security for all bona fide advances or payments—

Sixth This pleading shew that the deed was in fact a Mortg age— and although the defeasance was not inserted it is not sufficient to void the instrument as a Mortg age—

Seventh— The deed is neither fraudulent in fact or in law and decree therefore erroneous—

Eighth— The Court of Equity having the full jurisdiction of the cause could not declare the deed void to assist the suit at law—but should have disposed of the whole case—

Ninth— The complainants shew no Execution or legal lien upon the premises to them to the interferences of a Court of Chancery— If they wish to avoid the deed must [?] proved [?] at law—And if the Court of Chancery entertains jurisdiction it must settle and dispose of the matter

S. Strong
Pltf's Atty

In nullo est erratum—

Logan & Lincoln p. d.

CIRCULAR TO HENRY ENOCH DUMMER AND OTHERS, JULY 2, 1842

Lincoln, as a member of the group of Springfield Whigs to whom the Democrats gave the derisive title "Whig Junto," may have written as well as signed the circular reproduced below. The original is now in the Dummer Collection of the Chicago Historical Society. Dummer, who was a native of Maine, came to Illinois in 1832 *and preceded Lincoln as the partner of John T. Stuart. When this circular was addressed to him, he was practicing in Beardstown where he was a leader in law and politics until the end of his days. He followed the advice given him to become a candidate for election to the Senate, but was defeated by James Gilham at the election.*

And in the opening days of July, 1842, *there was graduated at West Point a group of men who a score of years later were to serve as generals in the Union and Confederate armies when Lincoln as President was striving resolutely for the preservation of an undivided nation. These included Abner Doubleday, who was to have a part in the defense of Fort Sumter, and in days of peace father the national game of baseball; William Starke Rosecrans and John Pope, both of whom were to prove unequal to the tasks assigned them; George Sykes, who was to be an able corps commander in the Army of the Potomac; Gustavus W. Smith and Earl Van Dorn who were to be generals in the Confederate armies, and James Longstreet who, after the death of "Stonewall" Jackson, was to become Lee's right hand.*

(Confidential)

Springfield July 2d 1842

Gentlemen

Some difficulty arises under the apportionment Bill of the

last session as to the number of Senators to be elected, and the districts which they are to represent.

The Locofoco party, availing themselves as usual of every opportunity to secure and increase their power, are running a Senator from Cook and one from Will, while that district has a Senator (Pearson) still in office. In the County of Green they run a Senator for Green and Jersey to fill a vacancy (Allen) and a Senator for Green & Calhoun under the new Law. It is very much to be feared, that having already a majority assured in the Senate they would if the votes should be wanted give these Senators to be elected their seats right or wrong. There are difficulties in a good Construction of the Law and it may be a matter of much doubt, as to what the decision may be. At any rate your District (Cass & Scott) is entitled equally with the others to a Senator, if they receive them they must receive yours, and if both should be rejected, things will be as they were. We take the liberty therefore to suggest the propriety of running a Whig in your new district for Senator, as it will be done here, and we shall at any rate either get an equal number of Senators by it or prevent them from getting any.

The chances of a majority for us on joint ballot are so good that we ought not to permit ourselves to loose [*sic*] it by negligence on our part, or fraud on theirs.

Yours Sincerely

A. G. Henry
E. D. Baker
N. W. Edwards
S .T. Logan
A. Lincoln
J. Smith

H. E. Dummer Esqr
& other good Whigs

P. S. It will of course be better for the Clerk to give notices of the elections, but want of time in the notice, will by no means vitiate the Election.

LETTER OF LINCOLN TO JOSHUA FRY SPEED, JULY 4, 1842

The greater portion of the letter here reproduced is given in Nicolay and Hay, I:217-219. *The part omitted by Lincoln's secretaries is inserted after the sentence, "I should like to see that 'sis' of yours that was absent when I was there tho. I suppose she would run away again, if she were to hear I was coming—" The conclusion of the omitted excerpt comes immediately before the*

sentence, "My respect and esteem to all your friends there and by your permission my love to Fanny." Colonel Allen was Robert Allen, noted for an earlier battle of words with Lincoln. He and his wife, Jane, conveyed two hundred acres of land, to secure payment of a note of $900 *given by Allen to James Bell & Company. The note which bore a rate of interest of* 12 *per cent was held for the use and benefit of Speed, and the conveyance of property to Lincoln shows that Allen kept his promise. Lincoln sued Hall for Bell & Company and won a judgment of* $149.65 *by default upon September* 18, 1842.

Two days after this letter to Speed was written William Lewis Dayton succeeded Samuel Southard as a Whig senator from New Jersey, an event not without meaning for Abraham Lincoln, for in 1856 *Dayton was to be one of the founders of the Republican party and its first candidate for Vice-President. And four years later he in turn was to have an important part in the nomination and election of Lincoln, who in due course named him minister to France.*

About your collecting business. We have sued Brannon, and will sue the others at the next court, unless they give give deeds of trust as you require. Col. Allen happened in the office since I commenced this letter. and promises to give a deed of trust. He says he has made the arrangement to pay you, and would have done it but for the going down of the Shawnee money. We did not get the note in time to sue Hall at the last Tazewell Court. Lockridge's property is levied on for you. John Irwin has done nothing with that Baker and Van Buren matter; we will not fail to bring the suits for your use—where these are in the name of James Bell & Co. I have made you a subscriber to the Journal and also sent the number containing the temperance speech.

ASSIGNMENT OF ERRORS IN THE SUIT OF MASON VS. PARK, SUPREME COURT, JULY 6, 1842

(Herndon-Weik Collection)

This assignment of errors appears to have been drawn by Attorney Davis, with the exception of the last paragraph which is the answer of Lawyer Lincoln, and is in his handwriting. This is the paragraph beginning with the words, "And now comes the appellee," and concluding with, "Lincoln for Appellee—." The cover notations were penned by Davis with the exception of the date of filing. Although this is signed with the name, "E. Peck,"

it does not appear to be in the handwriting of the clerk of the Supreme Court. The paper presents a rather unusual matter in the legal documents of the day, for it brings together two most meticulous men in drawing up legal documents. The hand of Davis was smaller than that of Lincoln, but equally neat, while his use of words and punctuation compares favorably with that of Lincoln. This case was argued by Orlando B. Ficklin and Levi Davis for the appellant, George Mason, and by Abraham Lincoln and Aaron Shaw, attorneys for the appellee, Benjamin F. Park. It involved an action of debt for the recovery of a penalty. The bill of exceptions at the June term, 1842 *in the case of Park vs. Mason gives the important facts as to its lower caurt history. It was heard by Judge William Wilson and a jury at the June,* 1842, *term of the Richland circuit court. At the hearing before the Supreme Court, the appellant, Mason, was ruled to file abstracts on the following day, and the case submitted without argument. The next day, Edwards and Lincoln argued the case, i.e. July* 13, 1842. *On January* 24, 1843 *it was argued by Ficklin for Mason, and Lincoln for Park. The decision of the court was rendered on February* 11, 1843.

Justice Treat gave opinion that the question before the Supreme Court was one of the right to consider the parol declaration of Mason as admission of the title of Park to the land. The justice did not believe that the declaration of Mason constituted an admission of title, for he said that such admission might mean that Mason had to prove the plaintiff without title, and reveal that the title was invested in another person. This might not be done without producing papers not within the reach of Mason. With this in view, he declared that the lower court erred in refusing to instruct the jury as Mason had asked. The instructions asked by Mason were the exclusion of his declaration as admission of the title of Park to the land at issue. For this error of the lower court, its judgment was reversed with costs against the appellee, and the case remanded to the circuit court.

William Wilson, chief justice of the Supreme Court of Illinois, gave a dissenting opinion, an interesting fact in view of his having made the decree of the lower court. For a report of this case, see 4 *Illinois* 3 *Scammon* 532-536. *It has been cited by the Supreme Court of Florida.*

George Mason Appellant	In the Supreme Court
vs	
Benjamin F. Park Appellee	July Term 1842

And the said George Mason by Davis his Attorney comes & says that in the record and proceedings aforesaid and also in the rendition of the Judgment aforesaid there is manifest error in this towit—

1st. The Court below erred in permitting Levi Chase to be sworn & to give testimony as a witness on behalf of the Plaintiff in the Court below.—

2d. The court below erred in refusing to give the 1st. 2nd. & 3d. instructions asked for by the Defendants counsel.—
3d. The court below erred in giving the instructions to the Jury which they did give.—

4th. The court erred in refusing to allow the Defendants motion for a new trial.—

There is also error in the record & proceedings aforesaid in this, That the judgment was given [for the said] Benjamin F. Park when by the law of the land the said Judgment should have been given for the said George Mason.— For all which errors and others manifest upon the said record & proceedings the said Mason prays that the said judgment may be annulled & held utterly for naught & that he may be restored &c.

Davis for
Appellant

And now comes the appellee, and says there are no such errors in the record and proceedings aforesaid as the said appellant in his assignment of errors hath alleged—

He therefore prays that the judgment of the court below be affirmed with costs—

Lincoln for
Appellee—

In the Supreme Court
George Mason
vs
Benjamin F. Park

Assignment of errors
Filed July 6th 1842
E Peck
CSC

NOTICE IN THE SUIT OF WAGONER VS. JACKSON ET AL, SANGAMON CIRCUIT COURT, JULY 12, 1842
(Herndon-Weik Collection)

This notice of the complainant was drawn by Lincoln. The original is now the property of Edward C. Stone of Boston.

George Wagoner
vs.
Hosea Jackson et al. In Chancery in Sangamon Circuit Court,

In this case the defendant's solicitor will take notice that on Friday the 22nd. inst. between the hours of 10 o'clock a. m. and Sunset of the same day, at the office of Thomas Moffett Esqr. in the city of Springfield, we shall attend to take the deposition of William Porter to be read in evidence in the above enlisted cause.
July 12, 1842 Logan & Lincoln
for complainant.

AFFIDAVIT IN THE SUIT OF DORMADY VS. KAVANA, SANGAMON CIRCUIT COURT, JULY 13, 1842
(Herndon-Weik Collection)

This affidavit is in the hand of Lincoln, and is signed by Dormady. Matheny attested to the fact that it was sworn before him, while Clerk Calhoun wrote the cover notations. The praecipe, ordering an issue of summons, was penned by Lincoln. The case is often cited as Dormandy vs. Cavanaugh, but both Lincoln and the clerk wrote the case as Dormady vs. Kavana. The signature of William Dormady is a scrawl, but it is distinctly spelled, "Dormady," and there is no evidence of an "n" in the name. It must be assumed that Dormady knew the spelling of his name, and that the case is that of Dormady vs. Kavana.

State of Illinois }
Sangamon county }

William Dormady, who is about to commence an action of Assumpsit against Thomas Kavana of La Salle county being first duly sworn states on oath that the cause of said action accrued in Sangamon county, and that said affiant resides in said county of Sangamon—

William Dormady

Sworn and subscribed to before me
this 13th July A D 1842 N W Matheny Clk CCC SC

William Dormady
vs
Thomas Kavana

Trespass on the case upon promises
Damage $500—

Let a summons issue to La Salle county
Logan & Lincoln p q.

Dormady
vs
Kavana

aff & Pre

Filed July 13th 1842
J Calhoun
Clk

ACCOUNT OF COMPLAINANT IN THE SUIT OF DORMADY VS. KAVANA, FILED BY LINCOLN IN THE SANGAMON CIRCUIT COURT, JULY 14, 1842

(Herndon-Weik Collection)

This inclusion of the lengthy account of Dormady against Kavana might seem irrelevant material, but it is given, because Lincoln filed the copy of the account upon July 14, 1842, *and penned the following cover notation, "Dormady vs. Kavana copy of acpt sued on." The other cover notations are by Calhoun, and the account rendered is probably in the hand of Dormady, as the handwriting resembles that of Dormady's signature to the affidavits of July* 13 *and August* 25, 1842. *The omission of the account might be justified upon a basis of selectivity, but as Lincoln included the material as a part of the case, it is difficult to go over his head, and discard it as irrelevant and unimportant material. The document has historical value in its presentation of a colorful picture of a general store of the period, and the variety of items dispensed from its counters.*

It presents a good picture of frontier bookkeeping, offers a comparison with the spelling of Lincoln, and again reveals a reason for the tradition of his being a champion speller. The frequent recurrence of purchases of liquor would indicate that Kavana was a friendly supporter of Bacchus, but much of the whiskey might have been for medicinal purposes. If not, Kavana was characteristic of a day in which the pioneer gentlemen drank hard, swore great oaths, and fought hard. The abbreviation of

the word, "account", in the hand of Lincoln, substantiates the usage of the full word, "accounpt", which appears in another of his legal documents. The price of tea at a dollar and a half per pound may be accounted for by the cost of transportation, and the scarcity of the commodity in frontier settlements of the period. Unconsciously, in this seemingly cold itemized account, Lincoln offered an arresting picture of pioneer life, and the daily needs of the people. Dormady erred at one or two points in his computation, charging two dollars and thirteen cents for ten yards of calico at fourteen cents per yard. Another error was less serious, but the entry was for two dollars and six cents instead of two dollars and seven cents according to the figures. It is strange that Lincoln filed the account with the bad error upon the calico, as it permitted a loophole for the other side. They might have maintained that since Dormady was incorrect in one item, he could have erred in many others. A careful check would have taken time of the court, and parties to the case.

The entries for June 28, 1842 *seem to be in error. The following entries run through July, and conclude with July* 31, 1841. *The account was filed upon July* 14, 1842 *and it is not probable that listings for July* 31, 1842 *were included. As the praecipe of July* 13, 1842, *stated that Kavana resided in La Salle county, it is likely that he did not purchase goods up to June* 28, 1842, *but that the account was concluded with a date of February,* 1842. *The second part of the account concludes with a date of September 7th,* 1841, *and part one in the Herndon-Weik Collection begins with this date. It is possible that the arrangement of the documents made the actual part one of the account into a second part, but it seems probable that the account had but one part, and that both parts in the collection were filed by Lincoln upon July* 14, 1842.

State of Illinois

Sangamon Circuit Sct—

Bennett C. Johnson, plaintiff, states that he holds a note on the defendants George G.. Grubb and William Dormady, in substance as followeth:

"$ 125 100/00 Springfield, Augt. 17th. 1841

One month after date we or either of us the first as principal, the other as security promise to pay B. C. John-

son or order one hundred & twentyfive dollars value recd. with interest at the rate of twelve per cent per annum—

Geo. G. Grubb
William Dermody "

Yet the same debt remains unpaid, wherefore he prays judgement for his debt and damages for the detention of the same together with his costs—

Logan & Lincoln p. q.

B. C. Johnson
vs
Grubb & Dermody
Filed July 15. 1842
J. Calhoun

Sept 7th 1841	tobacco		13
9	30 pounds bacon Ham 8p	2	40
9	6 mackerel		75
10	1 pair boots	3	50
"	59 Bushels lime 12 1/2	7	38
10	1 peck potatoes & one pt whiskey		38
"	Soing thred		7
"	125 pounds flour	2	50
12	7 Thousand shingles	15	75
"	1 pk potatoes		19
13	1 keg nails	9	30
"	1 pound candles		19
15	tobacco		44
"	1 well Bucket 1 Bedcord	2	25
	1/2 pound salts		13
18	1 pk potatoes		19
18	63 pounds bacon Ham	3	45
18	1 quart vinegar		13
18	Coffee	1	00
18	75 Bushels lime 13c	9	75
"	29 bu Do	3	09
	order by us utele $ 3	3	00
20	1 pk potatoe & one pint whiskey		31
"	tobacco		7
"	one order $ 5	5	00

"		ten thousand laths		22	50
"		1/2 pound tobacco			50
21		1 peck potatoes			19
22		1 pint whiskey			13
23	one order $ 3 by burns			3,	00
	94 pounds nails			9,	40
	1 pt whiskey				13
	68 Bushels lime		13	8	84
24	26 pounds nails			2	60
Sept 24					
24	whiskey & 2 00 Indigo				38
	82 Bushels lime			9	84
25	100 pounds nails			10.	00
"	1 whip lash				25
"	1 Box Blacking 1 Ball Shoe thread				24
27	34 pounds bacon			2	04
27	41 Bushels lime			5	31
27	Three dollars cash			3,	00
27	6 Chickens				75
28	10 pounds nails 10c			1	00
28	1 pt whisky				13
Sept 28	1 chicken 2 punds butter				38
29	nine dollars paid to burns by Gwisark			9	00
29	1/2 pound pepper				13
29	1/2 do do				13
30	1 pound butter				13
30	tobacco				13
one keg 00					
30	one keg nails			12.13	
30	2 pounds butter				25
31	1/2 bushel potatoes				25
oct 1st 1841	twenty five cts cash				25
1	one dollar cash			1	00
1	1 pt whisky				13
1	1 pt. whisky 1 pound nails				25
1	1 flask				13
1	10 dollars by Kavana			10 ,	00
3	44 pounds bacon			2	75
"	1/2 Bushel potatoes				25
"	Salerates				7
4	tobacco				6
5	1/2 Bushel potatoes				25

"		1 pair Gloves	1, 00
"		2 Hors collars 1.25	2 50
"		1 pair harnes	1 00
Oct	october	1/2 bushel potatoes	25
7		1/2 do do	25
7		Thread	6
7	1	1/2 pound butter	18
8		1 pint whisky & flask	25
" "		1 1/2 pound rope	47
"		1 Do tea	1 50
"		2 1/2 Do coffee	50
"		20 Do nails	2, 00
"		1 Ball Shoe thread	13
"		1 pound butter	13
"		1/2 Bushel potatoes	25
"		1 pt whisky & 1/2 saleratus	25
9		1 pk apples	13
"		4 chickens	50
"		1 Bedcord	38
"		1 pound butter	18
"		one order of ten dollars	10, 00
13		1 qt wine	75
"		Thread	6
"		Do	6
"		1 pt wine	31
"		1 spool thread	13
"		Apples	6
16		flour	50
18		Sundries two dollars	2 00
		fish	82
Nov	1	order Six dollars	6, 00
2		potatoes fish tobacco & eggs	1 75
"		by cash	2 00
"		Sugar	50
3		tea & coffee	1 50
"		wine eggs & potatoes	1 25
"		molasses & butter	75
"		candy & starch	1 18
Nov			
"		Sugar & coffee	1, 00
"		10 pounds nails	1, 00
"		15 Do 3 penny nails	1 88

5	fish	1	72
"	coffee & Sugar	2,	50
7	Eggs and butter	1	75
	1 Gallon whisky		75
12	2 horscollars 1 25	2	50
13	1 pint whisky		13
"	1 pound candles		19
"	1 peck potatoes		13
"	1 mackrel		13
"	1 1/2 pounds butter		19
16	1 quart brandy		88
16	1 peck potatoes		13
16	1/2 doz chickens		50
16	1 pk potatoes		13
17	1 qt whisky		18
17	1 Do Brandy		75
18	1/2 pound tobacco		13
"	1 Soap		19
20	1 quart whisky		19
"	1 peck potatoes		13
"	2 Bowls & 1 pitcher		50
21	1 quart whisky		18
22	8 yards domestic	1	00
"	2 pounds butter		25
"	1 qt whisky		13
"	1 Do Brandy		75
23	1 pk potatoes		13
"	cash		38
"	12 1/2 cents cash		12 1/2
	1 qt brandy		75
	1 pk potatoes		13
	1 pint whisky		13
Nov 23st 1841			
	1 pk potatoes		13
"	23 cash by kavana		38
"	1 Bit cash		13
"	1 qt Brandy		75
"	1 pk potatoes		13
"	1 pt whisky		13
"	1 pound tobacco		25
24	2 chickens		25
30	1 hors collar	1	25

"	1 qt Brandy		75
"	1 Do whisky		18
"	1 pk potatoes		13
"	1 pound candles		18
"	1 pk potatoes		13
"	1 quart whisky 1 pk potatoes		31
"	Eleven thousand Brick	55,	00
	Cash	1	00
	1/2 Gallon whisky		38
31	4 pounds salt		28
"	Sundries	3,	13
"	1 pint whisky		13
"	1 pk potatoes		13
"	1 pound candles		18
"	1 qt wine		75
	1 pt whisky		13
	1 pk potatoes		13
	10 pounds nails	1	40
	5 1/2 pounds sugar		62
	Cash		13
	potatoes wine tobacco	1	88
	3 pounds nails		38
	1 pint vinegar		7
	1 peck potatoes 1 qt wine		88
	3 pounds nails		38
	1 pint vinegar		7
Nov 1841			
	1 peck potatoes 1 qt wine		88
	3 pounds nails		38
	4 Do Do		50
	1 pk potatoes		13
	1 qt wine		75
	1 pound candles		18
	1 Bottle wine 1 pk potatoes		81
	1 pint whisky		13
	1 pound candles		19
	Apples		6
	1 pk potatoes		13
	40 pounds flour	1	00
	1 quart whisky		13
	16 pounds salt		38
December	1 Do tobacco		25

1	nutmeg		6
3	1/2 Bushel potatoes		25
3	1 pt whisky		13
3	Ginger		6
6	1 cord wood		2,00
"	1 pound starch		18
"	1 Box Soap		38
"	1 wash board		50
"	1 pint whisky		13
"	12 pound nails	1	68
10	1 pound candles		13
"	1 Gallon Whisky		75
10	1/4 pound tea		38
"	1 Bottle wine		37
"	nutmegs		7
"	writing paper		7
	1 pk potatoes		13
"	1 qt whisky		14
"	1 pk potatoes		13
	1 pound candles		16
	Spool thread		13
12	1 pair boots	3.50	
"	one order	2	00
"	1 pt Brandy		31
"	1 pk potatoes		13
"	2 qts whisky		38
14	4 pounds codfish & Butter	1	88
"	1 pt whisky		13
"	4 pounds salt		18
"	1/2 pound tea		50
	Bar Soap		38
24	1/2 pound ginger		18
	1 Bottle wine		38
	peck potatoes		13
30	1 Box Glass	4.	00
	1 Box mustard		25
	1 pt wine		31
	1 pk potatoes		13
	1 pt whisky		13
	1 qt brandy		75
	1 Broom		25
January	Apples		6

		1 pound Butter		13
7		1 qt whisky		13
"		1 Do Do		13
		1 pound Butter		13
		1 pk potatoes		13
8	Apples			7
	1/2	Gallon Whisky		38
10	1	qt whisky		13
		Sundries		50
15th		10 pounds sugar	1	00
		5 Do coffee	1	00
		1 Do tea	1	25

January

15	1842	8 pounds Soap		50
"		1 qt Brandy		75
"		1 qt whisky		19
"		10 pounds lathing nails	1	25
20		tobacco		7
		Do		6
		1/2 Gallon whisky		38
		2 dos eggs		25
22		pepper		7
"		Saleratus butter & eggs	1	75
25		12 pounds nails by cunningham	1	25
"		3 do Do		38
27		2 dos eggs 3 quarts whisky		68
"		3 pounds nails		38
"		1 Gallon whisky		75
"		fish	1	00
"		1 Jug		25
29		Eggs apples tea candy & butter	1,	00
		1 qt whisky		18
"		Apples		6
"		candy		6
	february	one order	5.	88
		Butter		
January		1 pound 1 qt whisky		25
7		Sundries		88
9		5 pounds fish		50
"		tea		50
"		1/2 Gallon whisky		75
"		Salt		13

"	2 Dos eggs			18
"	2 qts whisky			38
12	1/2 Gallon whisky			38
"	2 Dos eggs			18
"	tea			31
"	1/2 Gallon whisky			38
February				
1842				
13	one order		3,	75
"	1 Dos eggs			8
"	2 qts whisky			38
"	2 dos eggs			18
"	1 1/2 Dos eggs			12 1/2
"	7 1/2 pounds Soap			38
"	1/2 Gallon Whisky			38
"	10 pounds lathing nails		1	40
March	1. pound nails			13
	8 pounds Salt	4c		32
24	1/2 Gallon Whisky			37 1/2
"	8 pounds lathing nails		1	00
"	3 Doz eggs			25
28	Shugar			50
	1/2 gallon whisky			38
	9 pounds soap			45
	tobacco			16
	5 pounds fish			50
	1 Box mustard			50
March	tobacco			13
April 9th	1 pair Boots		4	00
1841)	tobacco			13
27	codfish		1	20
"	Eggs and Butter			50
	Soap			30
	codfish & salt		1	13
	tobacco			13
			$ 608.	77
	Credit By cash oct 2", 1841			303.00
			305	77

Dormady's
acct
against
Kavana

Filed July 14, 1842
J. Calhoun Ck

Dormady
vs
Kavana

Copy of
acpt sued on

(Dormady's Account: Second Part or Conclusion: July 14, 1842)

Springfield Ill, June 27th 1841

Mr Thomas Kavana
to Wm Dormady Dr

June 28" 1842)		one ax helve per self		.13
	33 1/3	pounds flour	Do	1, 00
29"	14	Do Bacon	Do 5c	70
30,	1	tin pan	Do	80
30	2	Gallon crock		25
July 1st	1	Coffee pot		75
3,	16	pounds bacon		80
6	30	Do flour		1, 00
6		onions		38
8	1	Dos closepins		13
8	1	close line		13
9	2	pounds butter		16
10	1/2	Do Soap		9
12	8	Do Sausages		1, 00
13	1/2	Bushel apples		25
13	1	pt whisky		13
27	27	pounds bacon		1, 35
July	15	Do Bacon Ham	7c	1 05
27	30	Do Bacon		1 50
"	32	Do "		1 60
30	4	Chickens		25

"	1/4 Lb. Spice			7
"	" " Ginger			7
27	2 Dos eggs			13
"	4 Chickens			25
28	15 pounds bacon			75
"	1 Do Nails			13
"	39 Do Bacon		1	95
"	20 Do bacon Ham		1	25
"	4 Dos eggs			25
30	1/2 Bushel potatoes			50
"	1 pk Apples			25

2

July 31st 1841)	1 Dos ears corn			7
"	3 dos. eggs			25
"	2 Yds. domestic			25
"	7 pounds bacon			35
August 2st)	9 Do Sugar		1	00
3	1 Jug			25
"	2 Bowls by	Mrs. Cavana		38
"	6 Tumblers "	Do	2,	00
"	tobacco			13
"	1 Silver comb			38
4	4 Dos Eggs			38
"	2 chalk lines			25
"	1 whisky	Barrel		75
"				25
"	3 pounds Butter	8c		25
"	Cash		1.	00
6	2 Dos Eggs			13
"	5 Do "			31
9	Apples & eggs			38
"	Soap			13
"	1 Ink stand			13
"	paper			13
"	1 Box blacking			13
"	1 pk Apples			25
"	1 qt vinegar & 1 pound pepper			25
"	1 pair Boots per self		3	50
"	3 Dos eggs			19
"	25c cash per self			25
10	10 yards calico	14c	2	13
11	1 Stone Jar			50

"	1 pk potatoes & 1 skane thread		25
"	5 dollars cash by Kavana	5	00
"	16 pounds sugar	2	00
"	3 1/3 Loaf sugar	1	00
12	9 pounds bacon		45
August 12th 1841	1 pint whisky & flask		25
13	2 Mackerel kavana		25
"	1 pk potatoes		19
"	1 pound currants		38
"	2 Do butter		19
"	30 pounds bacon	1.	88
"	27 Do	1.	68
"	36 1/2 yards domestic 14c	5,	11
	2 pounds tobacco		25
	1 Barrel flour	4,	00
	28 pounds bacon 4c	1,	12
	one dollar cash	1,	00
14	6 pounds salt		25
16	45 dollars cash	45,	00
"	1/2 Bushel potatoes		38
"	10 pounds sugar	1,	00
17	1 peck apples		19
18	1 Do potatoes		19
18	Apples		19
18	1 Lb tobacco		25
19	5 Do nails		50
20	2 Hams Bacon 23 pounds 9c	2	06
21	1 peck potatoes		19
"	22 dollars cash	22,	00
"	1 peck potatoes		19
"	1 Bar soap		38
"	1 Barrel flour	4	00
"	1 pound nails		13
22	Brandy & vinegar		44
23	1 quart		19
23	tobacco		38
24	1 waggon whip	1	25
"	4 pounds rope	1	25
24	10 dollars cash	10,	00
August 24" 1841			
"	1 pt. vinegar		7
25	13 1/2 pounds Bacon		91

25	15 1/2 Do Do Flour		1 ,20
"	1/2 pound starch		13
27	4 Dos eggs		25
28	3 dollars cash		3, 00
"	94 1/2 pounds nails 10c		9, 45
28	four dollars cash		4, 00
28	1/4 Ginger		6
"	1/4 Spice		6
"	8 Chickens		75
30	31 pounds bacon ham 8c		2 48
"	20 Do Do 6 1/4		1 25
"	to Eight dollars cash		8. 00
31	25 pounds Bacon ham 8c		1. 92
"	1 Bucket		88
"	8 pounds salt		32
"	Coffee		50
"	1 peck sweet potatoes		31
Sept 1st 41	1/2 pint whisky		13
1	pipes		7
"	1 dos chickens		1, 00
1	1 pint whisky		13
2	1 Do Do		13
2	1 pair Boots		4, 50
2	4 Dos eggs		25
2	4 pounds loaf sugar		1, 00
3	one order by Wm B King		1 88
"	2 dos egs		13
"	2 Dos Apples		13
5	1/2 pound tobacco by James Connel		38
6	43 pounds bacon 6c		2 58
6	two dollars cash		2, 00
7	five dollars cash to Samuel ferren		5 00

LETTER TO SAMUEL D. MARSHALL BY LINCOLN, JULY 14, 1842

Samuel D. Marshall to whom this letter was addressed, in addition to his labors as a lawyer was also editor of the Illinois Republican in Shawneetown. It shows that the charges of Logan & Lincoln were moderate ones and that the junior partner of the firm was also a diligent reader of the local papers. John C. Bennett was an excommunicated follower of Joseph Smith whose sensational charges at this time in the Sangamo Journal were at-

tracting wide attention both in and out of Illinois. Although Lawyer Lincoln refused to regard them seriously there is little doubt that two years later they had a part in the slaying of the Mormon prophet and his brother. The suit to which Lincoln makes reference was that of James McBride, a bankrupt. This letter was first published by Gilbert A. Tracy in Uncollected Letters of Abraham Lincoln, Boston, 1917. *The original is owned by descendants of Marshall in Shawneetown.*

Springfield, July 14, 1842.

Friend Sam: Yours of the 15th June, relative to the suit of Grable vs. Margrave was duly received, and I have delayed answering it till now, when I can announce the result of the case. The judgment is affirmed. So soon as the clerk has leisure to make out a copy of the mandate of the court, I will get him to do so, and send it to you, by force of which, your clerk will issue an execution.

As to the fee, if you are agreed, let it be as follows. Give me credit for two years subscription to your paper and send me five dollars, in good money or the equivalent of it in our Illinois paper.

There is nothing new here. Bennett's Mormon disclosures are making some little stir here, but not very great.

Ever your friend

A. Lincoln

ORGANIZATION OF THE CLAY CLUB OF SPRINGFIELD REPORTED BY LINCOLN IN THE SANGAMO JOURNAL, AUGUST 12, 1842

Already in Springfield, as in hundreds of other places the supporters of Henry Clay were making ready in 1842 *for his nomination and election in* 1844. *Hence the organization of the Clay Club of Springfield reported by Lincoln in the Sangamo Journal. The club pledged itself to the several issues which made up Clay's political program and paid its respects to John Reynolds who as a Democratic member of Congress had proved himself an unswerving supporter of Van Buren. It will be noted that among the members of the executive committee appointed at the meeting on July* 15*th was Alfred T. Bledsoe who, then a Whig, was twenty years later to champion the Confederate cause.*

SPRINGFIELD, July 15, 1842

The Clay Club met pursuant to adjournment, N. W. EDWARDS in the chair. A. G. Henry, from the committee appointed to nominate officers for the Club, and draft a Constitution, &c. submitted the following report, which was concurred in unanimously:

We, the undersigned, confiding in the integrity, wisdom and patriotism of HENRY CLAY, of Kentucky, and desiring to see the principles so long and unwaveringly advocated by him, influencing and controlling the policy of this nation, the most prominent of which are a NATIONAL BANK, that shall furnish the people with a sound and uniform currency — a TARIFF FOR REVENUE, so arranged as to protect the laboring class of our own citizens — DISTRIBUTION of the proceeds of the public lands among the States — and a ONE TERM Presidency, —in opposition to the loco foco doctrines of an *exclusively metalic* currency, of State Banks — *direct taxation* for the support of the Government in place of a tariff, as advocated by their Representative in Congress, the Hon. John Reynolds: And for the purpose of more effectively securing the defeat of these and other ruinous measures of loco foco policy, and the ultimate triumph of Whig principles, have deemed it expedient to form an association to be called the CLAY CLUB OF SPRINGFIELD, and do ordain and establish for its Government, the following

CONSTITUTION

ARTICLE 1. We, believing that the peace, prosperity and happiness of the people of these United States, will be greatly promoted by the election of HENRY CLAY to the Presidency, do pledge ourselves to each other, and to our fellow-citizens throughout the Union, to use every laudable means in our power, from this time henceforward, to secure his election in 1844.

ART. 2. The officers of this Club shall be a President, five Vice Presidents, a Secretary, and an assistant, to be appointed by the Secretary, a Treasurer, and an Executive Committee of nine members.

ART. 3. The duties of the officers and Executive Committee respectively, shall be prescribed from time to time by resolution and by-laws, adopted by the Club.

ART. 4. The stated meetings of the Club shall be held

at such times and places as shall be directed by resolution; called meetings may be held at any time on the call of any three officers of the Club, the President being one and in his absence one of the vice Presidents.

ART. 5. The order of proceedings shall be in accordance with parliamentary usage, except when otherwise ordered by the Club.

ART. 6. The Executive Committee shall be appointed by the President, with the concurrence of the Vice Presidents.

ART. 7. Every person wishing to become a member of this Club, can do so by subscribing his name to this Constitution.

The Committee appointed to nominate officers for the "Clay Club of Springfield" reported the following:

N. W. EDWARDS, President
ZACHARIAH PETERS,
ADAM JOHNSON,
B. F. JEWETT,
TH'S. LORSHBAUGH,
N. A. GARLAND,
} Vice Presidents.
J. H. MATHENY, Secretary.
WM. LAVELY, Treasurer.

The Committee then reported the following resolutions as necessary to perfect the organization of the Club.

1. *Resolved,* That it shall be the duty of the Secretary to keep a full and fair record of the proceedings of the Club, to transcribe the Constitution in a book arranged for the signature of members — keep a register of the names of members alphabetically arranged and designating their respective places of residence.

2. *Resolved,* That it shall be the duty of the Executive Committee to place themselves in correspondence with all the Clay Clubs of the State, and with those formed at the Capital of each State, and with such other Clubs as they may deem advisable. They shall have power to draw upon the Treasury for defraying the expense of postage and other incidental expenses of the Club.

3. *Resolved,* That the Secretary have the Constitution printed in convenient form, and circulated for signature, and report the names thus obtained to the next meeting of the Club.

The President announced the following as the Executive Committee:

A. G. HENRY, Chairman.

C. BIRCHALL,	A. T. BLEDSOE,
J. M. CABANISS,	A. LINCOLN,
R. IRWIN,	J. M. ALLEN,
P. A. SAUNDERS,	J. N. FRANCIS.

On motion, the Club adjourned to meet on Friday evening next.

N. W. EDWARDS, Ch'm.

J. H. MATHENY, Sec'y.

REPORT OF COMMISSIONERS DRAWN BY LINCOLN IN THE SUIT OF CONSTANT VS. MERRYMAN, SANGAMON CIRCUIT COURT, JULY 27, 1842

(Herndon-Weik Collection)

This report was penned by Lincoln, and signed by the commissioners. He wrote, "Report of Coms," but the other cover notations are in the hand of Clerk Calhoun. This document represents the answer of the commissioners to the petition filed upon June 29, 1842 in the case of George B. Merryman et al vs. John Merryman et al. Lucinda Constant was one of the petitioners. Upon July 27, 1842, the court ordered the land sold.

Lucinda Constant & others
vs
John S. Merryman & others
} Petition for Partition

We the undersigned, appointed commissioners to make partition of the lands in the above entitled case, Report that we have examined the lands described in the order of court in this case, and that they are so circumstanced that a division thereof can not be made without manifest prejudice to the proprietors of the same—

Given under our hands and seals the 27th day of July A. D. 1842—

Benj B Thonson ? (Seal)
Wm Stock dale (Seal)
Alexr Fisher (Seal)

Report of Coms
Filed July 27 1842
J Calhoun

AFFIDAVIT AND PRAECIPE IN THE SUIT OF NORRIS VS. BUNN, SANGAMON CIRCUIT COURT, AUGUST 4, 1842

This case in which Lincoln as a member of the firm of Logan & Lincoln drew the affidavit and praecipe here reproduced, was brought to trial upon March 21, 1843 *when it was dismissed by agreement. It is evident that Norris had no real cause for action against Bunn. The opening days of August,* 1842, *brought with them more than one event of real concern to Abraham Lincoln. Thus early in the month the Whigs of Maryland assembled in state convention, amid "tremendous enthusiasm" supplemented with a salute of one hundred guns, nominated Clay for President, and so formally opened a contest that two years later was to end in the unexpected defeat of their leader. Again in Washington on August* 9 *the treaty making final adjustment of the disputed Maine boundary was signed by Secretary Webster and Lord Ashburton, and sent to the Senate for the confirmation it was to receive without delay. And on August* 9, *to the relief of men of all classes and conditions, the long drawn out war with the Seminole Indians of Florida was declared at an end.*

State of Illinois }
Sangamon County } ss.

David H. Norris, being first duly sworn, states on oath that he is about to commence an action of Trespass on the case in the circuit court of the county aforesaid, against one Hugh R. Bunn, for words spoken by said Bunn, charging this affiant with the commission of the crime of forgery, that said Bunn made said charge substantially in the words following to wit: "There is a note in New Jersey which I (meaning said Bunn) have paid off, which Norris (meaning this affiant) forged, and I (meaning said Bunn) am going to have it here shortly and make it out so" that said words, and the substance and meaning of them in any and every possible form, are wholly untrue, (sic) that they were spoken by said Bunn within less than one year from this time, and that the benefit of whatever judgement may be obtained in said action will be in danger of being lost unless the said Bunn be held to bail—

Subscribed & Sworn to before me this 4. day Aug. 1842.
J. Calhoun Ck.

David H. Norris.

David H. Norris
vs. } ss.
Hugh R. Bunn

Trespass on the case
Damage $1000—

The clerk of the Sangamon Circuit Court will issue a capias according to the above affidavit & Precipe—

Logan & Lincoln p.q.

AFFIDAVIT IN THE SUIT OF DORMADY VS. KAVANA, SANGAMON CIRCUIT COURT, AUGUST 25, 1842

(Herndon-Weik Collection)

This affidavit was drawn by Lincoln and signed by Dormady. His signature is, "William Dormady," the identical name attached to the affidavit of July 13, 1842. *The attesting to the swearing of the affidavit, and the cover notations are in the hand of John Calhoun, the clerk. Despite the lengthy and itemized account which upon July* 14, 1842 *Lincoln filed for his client, the case did not go well for the plaintiff. It was dismissed at the request of Logan & Lincoln upon March* 28, 1843, *the court costs being assessed against their client, Dormady, while Kavana paid nothing. The case is cited by Lincoln and Clerk Calhoun as "Dormady vs. Kavana," but this may have been "Cavanaugh" as cited in other references to the case. The account filed by Lincoln contained an entry against "Mrs. Cavana," and it appears that Dormady may have spelled the name as it sounded to him. Five days before the drawing of the Dormady affidavit, the Senate at Washington by a vote of* 39 *to* 9, *confirmed the Treaty of Washington which had been submitted to it on August* 9 *in a message signed by Tyler but written by his secretary of state, who now made ready for a tardy retirement from a discredited administration.*

State of Illinois }
Sangamon county }

William Dormady being first duly sworn states on oath that he has commenced an action of Trespass on the case on promises in the circuit court of the county aforesaid against one Thomas Kavana, which action is still pending and undetermined in said court and no judgement rendered therein; that he is informed and believes said Kavana has departed from this state with the intention of having his effects and personal estate removed without the limits of this state, that said Kavana is justly indebted to this affiant in the sum of three hun-

dred and eight dollars lawful money of the United States, for goods, groceries, wares and merchandise sold and delivered to him; that affiant believes said Kavana has some property in the county aforesaid, and also that one Martin

Kavana is indebted to the said Thomas Kavana— Affiant therefore prays that a writ of attachment be issued in aid of his action aforesaid and that the said Martin Kavana be served as garnishee herein—

William Dormady

Subscribed & sworn to before me
this 25 day of April 1842
J Calhoun ck
pr J H Matheny D C

William Dormady
vs
Thomas Kavana

Filed Aug 25 1842
J Calhoun
prJ H Matheny

BILL OF INJUNCTION IN THE SUIT OF VAN BERGEN VS. OWINGS, SANGAMON CIRCUIT COURT, AUGUST 29, 1842

(Herndon-Weik Collection)

This bill of injunction was penned by Lincoln, and signed by his client, Van Bergen. Judge Treat attested to the swearing of the bill, and also drew the order for an injunction to be issued by the clerk. Clerk Calhoun wrote the cover notations. It will be noted that Lincoln used the spelling, "verily", unlike the "verrily" of many of his legal papers. There seems to be no reason for the use of the incorrect "abbetting", as there is no evidence that it was an alternative spelling of "abetting." James F. Owings, one of the defendants to this suit, was the clerk of the United States district court at Springfield. As in the case of Irwin vs. Ferguson, the one notation that has been made available reveals the fact that it was continued upon November 30, 1842. *As Lincoln crossed out many words and phrases in his legal documents it should be noted that he followed the words, "for the*

sum of", with the words, "two hundred and fourteen dollars." He crossed out the words, "and fourteen dollars," as that sum represented the interest spoken of in the following phrase.

The day upon which this injunction was filed, August 9, Henry Clay was invited by the Clay Club of which Mr. Lincoln was a member, to visit Springfield, but upon September 6 declined the invitation with thanks. And at Washington upon August 30, President Tyler, after issuing a vigorous protest against the Whig attacks on his policies, signed the amended tariff which had been brought into being by members of the House and Senate who desired to put an end to partisan quarrels and business unrest. The last day of August brought an adjournment of Congress after a continuous session of 269 days, mainly devoted not to constructive legislation, but to party maneuvers of an empty and profitless sort.

To the Honorable the Judge of the Sangamon
circuit court in chancery sitting

Humbly complaining sheweth unto your Honor your orator Peter Van Bergen, that some time previous to April 1841 he being seized in fee of the East half of Lot Six in Block Twentysix in the city of Springfield, contracted to sell the same to one D. W. Witmer for the sum of two hundred (and fourteen) dollars, with interest and a credit thereon till September 1842—upon condition that said Witmer should put improvements on said lot sufficient to make the purchase money perfectly secure to your orator before any writing should be executed in pursuance of said sale; that said Witmer went on and placed the body of a small house on said lot, when on the 3rd day of April aforesaid, your orator, feeling that he might venture to execute writings, gave said Witmer a title bond for said lot, and took said Witmers note for that date for two hundred and fourteen dollars, the fourteen being for back interest, with twelve per cent interest from date payable the first of September 1842—said Witmer expressly agreeing that your orator should have a lien upon said house and all further improvements that might be put upon said lot—for the payment of his debt— He further states, that he verily believes said Willmer Witmer is wholly insolvent, and that there is nothing out of which to collect his said debt except said lot and the improvements thereon aforesaid, said house having been advanced somewhat towards completion by said

Witmer since the making of the bond aforesaid and that said lot above is insufficient to pay said debt— He also states that he is informed and believes said Witmer intends leaving the state soon without intention of returning— He also states that said Witmer has made some sort of arrangement with one James F. Owings, to remove said house off of the lot aforesaid, onto one belonging to said Owings, and that he has employed one Aaron Coffman to remove the same as aforesaid, and that said Coffman is now making preparations to make the removal aforesaid— He therefore prays that said Witmer, Owings and Coffman be made —defendants to this Bill, that they be required to answer &c. and that they and each of them be enjoined and restrained from removing said house off of said lot or in any wise, aiding or abbetting said removal and that said Owings be restrained from paying to said Witmer, anything whatever in pursuance of any agreement in relation to the removal of the house aforesaid; that on a final hearing of this Bill, said injunction be made perpetual, and that your Honor will grant such other and further relief, as equity may require, and as in duty bound &c—

P. V. Bergen

Sworn to and subscribed
to before before me this 29th
day of Aug. 1842

Samuel H Treat. Judge SC.

The clerk of the Sangamon circuit court. will issue an injunction as prayed for in the foregoing bill

Aug. 29th 1842:

Samuel H. Treat.
Judge SC.

P. Van Bergen
vs
D. W. Witmer
J. F. Owings
Aaron Coffman

Bill of Injunction

Filed Aug. 29. 1842
J Calhoun clerk

BILL IN CHANCERY AND NOTATIONS IN THE SUIT OF PICKRELL AND CANTRALL VS. SMITH AND OTHERS, SANGAMON CIRCUIT COURT, SEPTEMBER 7, 1842

(Herndon-Weik Collection)

These seem to be notations made for filing and are not fully in the hand of Lincoln. Beginning with the words, "Jefison Smith," and continuing to "Abigail Smith widow," the paper is in a most untutored handwriting. Lincoln made a few amendments in the first part which is above the short line, changing "Cinemon," to "Kinnamon" in line three, "Gyatt" to "Guyatt" in line five, and "Dedela" to "Delila" in line six. The rest of the paper, or the second part, below the line was penned in its entirety by him.

To the Honorable, the judge of the Sangamon circuit court in chancery sitting:

Humbly complaining shew unto your Honor, your orators, Abel Pickrell and William G. Cantrall, that on the 14th day of November A. D. 1840, your orator Pickrell contracted to sell to one Benjamin Smith the following described real estate, towit:

The North West quarter of the South East quarter of Section Twentyeight:

The North East quarter of the South East quarter of the same section:

The North half of the East half of the South West quarter of the same section:

The South half of the West half of the South West quarter of section Thirtythree in Township Seventeen North of Range Four West—

The North West quarter of the North West quarter of Section Four in Township Sixteen North of the Range aforesaid: all in the county of Sangamon aforesaid for the sum of four thousand and two hundred dollars, for which sum said Smith executed his note; and upon the final payment of which note, your orator, Pickrell was to convey said land to said Smith, by a good and sufficient warranty deed, all of which will more fully appear by reference to the articles of agreement then executed by the parties, and which are herewith filed marked (A) and prayed to be taken as part of this Bill— They further

state that some time in the month of A..D the said Smith departed this life without having paid any part of the purchase money aforesaid; that your orator Cantrall was duly appointed administrator of his estate, and that he has made due administration of said estate, and that there are not assets belonging to the same over and above what are necessary to pay the debts thereof, amounting to the value of more than two hundred dollars, and that it is wholly impossible for the purchase money aforesaid ever to be paid out of said estate—They further state that the same Smith left the following named heirs, towit:

Jefferson Smith, John Downs, Elizabeth Downs, Henry M' Calister, Harriet M' Calister, Joseph Kinnamon, Susan Kinnamon, Sherman Buck, Hannah Buck, Edward Guyatt, Mary Ann Guyatt, Adam W. Cantrall, Deborah Cantrall, Abel Smith, James Smith (a minor) and Abigail Smith, widow—

They therefore pray that all the said heirs be made defendants to this Bill, that the People's writ of subpoena issue for them, and that they answer &c and that on a final hearing of this cause, the entire contract in relation to the sale of said land, as aforesaid, be decreed to be null and void, and that the said articles of agreement, and promissory note aforesaid, be decreed to be surrendered up and cancelled; and that your Honor will grant such other and further relief as equity may require, and as in duty bound &c.

Logan & Lincoln p q

Pickrell & Cantrall

vs } Bill in chancery

Smith & others—

Filed Sept. 7th 1842
J Calhoun
Clerk

Let a subpoena in chancery
issue for all the within named
defendants, and also, a publi-
cation according to the affid-
avit herein filed—
Logan & Lincoln p q

Jefison Smith And

John Downs And Elizabeth his wife

Joseph Kinnamon And Susana his wife
Sherman Buck And Haner his wife
Edward Guyatt And Mary ann his wife
Adam M Cantrall And Delila his wife
Abel Smith And James Smith minor And
John N Smith minor And Jeremiah Smith
Abigail Smith widow

William G.. Cantrall is Smith's administrator—

Nothing has been paid for the land, and there will be no assets to pay with, beyond about $200—

The object is to have Pickrell take back the land, and discharge the indebtedness—

Pickrell & the Adm to be made complainants

ANSWER OF GUARDIAN AD LITEM IN THE SUIT OF PICKRELL AND CANTRALL VS. SMITH ET AL SANGAMON CIRCUIT COURT, UNDATED BUT PROBABLY SEPTEMBER 7, 1842

(Herndon-Weik Collection)

John C. Doremus penned his name in the first line of this answer, and signed the document, also writing, "Guard ad Litem." The other handwriting in this paper is that of Lincoln.

The answer of Jno. C. Doremus guardian *ad litem* of James Smith, John N. Smith, & Jeremiah Smith, infant defendants to a Bill in chancery filed against them and others in the Sangamon circuit court by Abel Pickrell & William G. Cantrall—

This Respondent, saving, reserving &c. for answer to said Bill says that he knows nothing of the truth or falsity of the allegations of the same and therefore requires full proof thereof—

Jno. C. Doremus
Guard ad Litem

AFFIDAVIT IN THE SUIT OF PICKRELL & CANTRALL VS. SMITH ET AL, SANGAMON CIRCUIT COURT, SEPTEMBER 10, 1842

(Herndon-Weik Collection)

This affidavit was attested by Clerk Matheny, and the date of its being sworn was penned by him. The rest of the paper was by Lincoln. It seems strange that the affidavit was sworn to upon September 10, 1842, *and another, or the same affidavit referred to in the cover notations for the bill of chancery of September 7. The word "verily" is correctly spelled, and while not a rarity in the Lincoln legal documents until* 1842, *at least, "verrily" is more prevalent. In September,* 1842, *Longfellow was giving final form to his Poems of Slavery — omen of the contest which was soon to divide the sections, while on September* 17, *Charles Darwin, born the same year and on the same day as Abraham Lincoln, settled in the secluded village of Down in Kent, and devoted himself to the study of evolution which seventeen years later was to have weighty issue in On the Origin of Species, a book to be read and pondered by Lincoln's partner, William H. Herndon, if not by Lincoln himself.*

Abel Pickrel &
William G.. Cantrall
vs
Jefferson Smith & others

In chancery in the Sangamon Circuit court—

State of Illinois
Sangamon county } s s.

Abraham Lincoln being first duly sworn, states on oath that he is informed, and verily believes, the defendants to the above entitled suit in chancery, following named, towit: Jefferson Smith, John Downs, Elizabeth Downs, Henry M' Calister, and Harriet M' Calister reside without this state—

A..Lincoln

Sworn to and subscribed
Before me this 10th September A D 1842
N W Matheny clerk Co Comr
Court Sangamon County

ANSWER OF PLAINTIFF IN THE SUIT OF TURNEY VS. CRAIG, COLES COUNTY CIRCUIT COURT, OCTOBER, 1842

In this suit Lincoln was associated with Orlando B. Ficklin, while Linder and Walker appeared for the defendants. On July 29, 1842, *a jury was called and the case argued by Ficklin and Lincoln for the plaintiff. The jury found the defendant guilty and assessed damages at* $300.00 *and costs. The answer of the plaintiff in this suit was no doubt filed by Ficklin, for in the opening days of October Logan & Lincoln were occupied with bankrupt petitions in the United States district court at Springfield. No doubt also about this time the junior member of that firm gave a careful reading to the great speech which Daniel Webster delivered at Faneuil Hall in Boston, on September* 30, 1842, *in stately periods defending his course as head of Tyler's Cabinet and clearing the way for his return to leadership of the New England Whigs. Two days after this speech of Webster's occurred the death in Boston at the age of sixty-two of William Ellery Channing, eloquent champion of just if unpopular causes. When in* 1848 *Channing's complete works came from the press a set was presented by Jesse W. Fell to his friend Abraham Lincoln, and a reading of them helped to shape the latter's moderate, but effective opposition to slavery.*

State of Illinois } Of the Oct. Term of
Coles County } Circuit Court 1842.

Benjamin Turney
vs.
Archilaus Craig.

And the said Deft, By Linder & Walker his attys comes and defends the wrongs & injuries when &c. and for plea says that he is not guilty, in manner and form as the said Pff. has thereof complained against him, and of this he puts himself upon the country.

Linder & Walker
For Deft.

And the plaintiff doth the like—
Ficklin & Lincoln p.q.

BILL IN CHANCERY IN THE SUIT OF MC CONNELL VS. RAPE, SANGAMON CIRCUIT COURT, OCTOBER 7, 1842

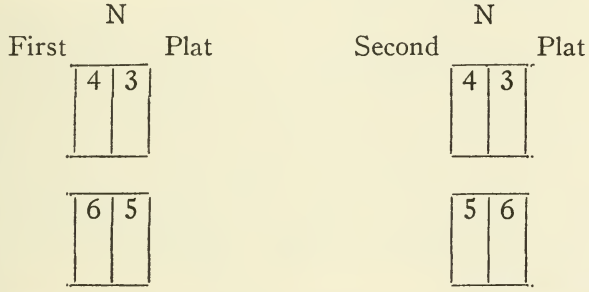
(Herndon-Weik Collection)

This bill is not in the hand of either Lincoln or Logan, but appears to be the work of another person in their office. It was read and supervised by Lincoln, for he made a few slight amendments, or additions. He penned the words, "arrangement with said Rhodes Lloyd," interlining the phrase after the caret following, "Contract," in the phrase, "pursuance of Said Contract." He also wrote in the word, "to", after the caret following "prior" at the beginning of the document. He concluded his amendments with the words, "part of said," after the caret following said in "Said Lot," and with the words, "towit of the value," following "of great value." The bill was signed for Logan & Lincoln by the junior partner, but he appears to have smudged the first signature, and so re-wrote it below. He also wrote the cover notations, with the exception of the date of filing, which is signed by Clerk Calhoun. Upon November 29, 1842, *upon motion of Logan & Lincoln, Rape was ruled to file his answer to the bill in chancery, and leave was granted to both sides to take depositions in the case.*

Months after the filing of this bill Abraham Lincoln was to learn that in the fall of 1842 *history had been in the making on the Pacific Coast. The future of Mexico's northern reaches was then a mooted and uncertain affair. Thus, cruising on the coast of Peru, Commodore Thomas A. P. Catesby Jones of the United States Navy, relying on information gleaned from belated newspapers, was led to believe that Great Britain had purchased the Californias and dispatched a fleet to take possession of them, and that the United States and Mexico were then at war. Accordingly he hastened to Monterey on the California coast and upon October* 20 *took possession of that port. Second thought, however, convinced an impetuous commander that he had acted on false information, and so next day Jones returned the town to the Mexican authorities, and took his departure. President Tyler promptly disavowed and apologized for the commodore's act; but the incident had a meaning all its own for a future Whig congressman, and in* 1848 *was to help make Abraham Lincoln a stout contender against the aggressive policies of James K. Polk, Tyler's successor in the Presidency.*

To the Honorable the Judge of the Sangamon County Circuit Court in chancery sitting

Humbly complaining Sheweth unto, your Honor your Orators, Edward McConnell Rhodes Lloyd & Turner Lloyd that some time prior to December A D 1825 the town of Springfield in the County aforesaid was laid out or Surveyed, and a plot thereof made which plat was in the month and year aforesaid recorded in the Recorders Office of said County that afterwards another Plat of Said town was made which was filed for record in Said Recorders office on the 19th day of June A D 1833 that both of said Plats are Substantially the Same both having a tier of fractional blocks on the East Side but differing in this that Lots five and Six in Block Thirty (which is one of said fractional Blocks) on the first Plat are transposed on the Second thus



They further state that after the making of the first Plat and before the making of the Second to Wit on the day of A D both of said Lots Five and Six as well as other Lots in said town then belonging to the County aforesaid. the County Commissioners of said County made a public Sale of Said lots when Lot Five according to said first Plat was purchased by one John Rape and a bond for a conveyance given him by said Commissioner also at said Public Sale one Charles R Matheney became the purchaser of said Lot Six according to said first plat A return of said Sale was made filed and recorded in the Office of the clerk of the County Commissioners Court of said County a copy of which record is herewith filed and prayed to be taken as part hereof

Matters remained in this way until the 3rd of December A. D. 1833 being after the making and filing said second plat as aforesaid. when said commissioners executed a deed to said Rape and took up said title bond describing the Lot as Lot Five in

Block Thirty without taking any notice of the fact that there were then two Plats existing which were contradictory as to that Lot—

Afterwards and on the 1st day of September A D 1834 said Matheney having transferred his interest in the lot he purchased as aforesaid to one Thomas Cole said Commissioners executed a deed for said lot to said Cole describing it as Lot Six in Block Thirty still taking no notice of the contradictory Plats— Afterwards and on the 3rd day of March A. D. 1835 said Cole having sold Said Lot to your orator M Conell reconveyed it to the county Commissioners who on the same day conveyed it to your orator MConnell discribing it as Lot *Six* according to the first Plat and as Lot Five according to the Second, which deed to your orator McConnell is herewith filed and made part hereof All of said deeds were duly recorded within a few days after they were Severally executed

They further state that afterwards and some time in the year A D 1841 your orator McConnell contracted to sell the West Half of the lot conveyed to him as aforesaid that is of Lot *Six* according to the first Plat and Lot *Five* according to the Second to your orator Rhodes Lloyd and that your Orator Turner Lloyd in pursuance of said contract by arrangement with said Rhodes Lloyd took possession of Said part of said Lot and has since made improvements thereon of great value towit of the value of five Hundred dollars

And now your orators expressly charge that Lot Six according to said first Plat was and is the identical spot of ground which was sold to said Matheney at the Public Sale aforesaid and the identical same that should have been, as it really was, conveyed to your orator McConnell as aforesaid and that the same never was sold to said Rape and never should have been conveyed to him

Yet so it is may it please your Honor that said Rape has commenced an action of Ejectment in the Circuit Court of the county aforesaid against your orator Turner Lloyd to obtain possession of that part of the Lot sold and conveyed to your orator MConnell, as aforesaid and which he contracted to sell to your Orator Rhodes Lloyd aforesaid and his deed being the oldest of record and having been executed since the making and filing of Said Second Plat and covering Said Lot (claimed by your orators aforesaid) according to Said Second Plat your orators greatly fear he will succeed unless restrained by your Honor Your orators therefore pray that the Said John Rape be made

defendant to this Bill that the people's writ of Subpoena issue for him that he answer all and singular the allegations of this Bill but that the necessity of said answer being upon oath is hereby expressly waived, that said defendant be enjoined and restrained from further proceedings in his said action of Ejectment untill the further order of your Honor herein, and that on the final hearing of this cause your Honor will decree that said injunction be made perpetual. and that said defendant relinquish to and in favour of your orator McConnell all legal right that he has in and to said Lot six according to said first Plat and Lot Five according to said Second Plat and that your Honor will grant such other and further relief as equity may require and as in duty bound &c

Logan & Lincoln
for complainants

McConnell *et al*—
vs } Bill in chancery
John Rape—

Filed October 7, 1842
J Calhoun
Clerk

Copy Bill $ 1.75

MARRIAGE LICENSE OF ABRAHAM LINCOLN AND MARY TODD, NOVEMBER 4, 1842

In the license here reproduced the troubled courtship of Abraham Lincoln and Mary Todd ended in marriage. They were wedded in the evening of November 4 at the home of Ninian W. Edwards, Miss Todd's brother-in-law. The Reverend Charles Dresser, minister of the Episcopal Church of Springfield performed the ceremony. Later, on January 16, 1844, the Lincolns bought from Dresser the house that was to be their home for seventeen years. In the autumn of 1843 Robert Smith Todd, of Lexington, Kentucky, father of Mary Todd Lincoln, visited Springfield and met his new son-in-law for the first time. Lincoln "found him a kindly, genial man much concerned over the welfare of his children and their families." Todd, on the other hand, appears to have promptly measured the uncommon qualities

of his daughter's husband. Thus he assigned to Lincoln several claims which Illinois merchants owed for cotton goods furnished them from his factory at Lexington, and, making like donations to three of her sisters, he gave Mrs. Lincoln a tract of eighty acres a few miles from Springfield which she sold a decade later for $1200. *Finally, noting that Lincoln's current earnings as a lawyer were modest ones, Todd arranged that Mrs. Lincoln should receive from him yearly cash advances of* $120. *until her husband should be firmly established in his profession. And so faithfully was this undertaking observed that after Todd's death in* 1849 *his widow as administratrix stated in filing a settlement suit that her husband had advanced* $1157.50 *to the Lincolns during his lifetime. (See Lincoln and His Wife's Tome Town by William H. Townsend, Indianapolis,* 1929, *Page* 89).

During the months which preceded and followed his marriage Lincoln was more concerned with the law than with politics, and not without cause. The death of Harrison had robbed the Whigs of the fruits of their resounding victory in 1840, *for the ensuing quarrel between Tyler and Clay made their triumph in that singular contest little better than defeat. The elections of* 1842 *changed their majority of forty in the House to one of upward of seventy for the Democrats, and, until the annexation of Texas bred uncertainty and confusion, the signs of the times pointed to the election in* 1844 *of a Democratic President. Thus in late October of* 1842, *William H. Seward, about to retire to private life after two terms as the Whig governor of New York, wrote a friend that he was quite content with the impending change. Seward like Lincoln knew how to blend discretion with philosophy, and neither objected to a place in the ranks until conditions should again favor the party of their choice.*

The State of Illinois,

Sangamon County, *ss.*

The People of the State of Illinois.

To all who shall see these presents.—Greeting:

Know ye, that License and Permission has been granted to any Minister of the Gospel, authorized to marry by the Church or Society, to which he belongs; any Justice of the Supreme Court; Justice of any Inferior Court, or any Justice of the Peace, to celebrate and ratify the marriage of

Abraham Lincoln & Mary Todd

now both of this county, according to the usual custom and laws of the State of Illinois.

Witness, N. W. Matheny, Clerk of the County Court in and for the County of Sangamon, and the Seal of said Court hereunto affixed at Springfield, this 4th day of November A.D. 1842.

N. W. Matheny, Clerk.

State of Illinois } ss.
Sangamon County. }

I Certify that on the 4th day of November A.D. 1842 I joined in the Holy State of Matrimony Abraham Lincoln and Mary Todd according to the custom and laws of Illinois.

Given under my Hand and Seal this 4th day of November A.D. 1842.

Charles Dresser, M.G. (D.D.)

BOND FOR COSTS BY LINCOLN IN THE SUIT OF WEBER VS. WEBER, SANGAMON CIRCUIT COURT, NOVEMBER 9, 1842

The suit of Weber vs. Weber in which Lincoln made himself security for costs, involved a note for collection of $150. *Upon November* 24, 1842, *Logan & Lincoln secured judgment for the plaintiff for the amount of this note and* $102.16 *for damages. This bond for costs was first published in Abraham Lincoln: A New Portrait, by Emanuel Hertz, New York,* 1931. *Volume II, Page* 534. *The day on which it was filed Daniel Webster at Andover, Massachusetts delivered to* 15,000 *intent auditors, a speech an hour-and-a-half in length which in due course, no doubt, found an intent reader in Abraham Lincoln. In scathing words and phrases, Webster denounced the attacks which had been made upon him for remaining over long Tyler's secretary of state. His motive had been "a very strong desire to be instrumental and useful in accomplishing a settlement of our difficulties with England." He had no regrets for what he had done, and he had retired when it became obvious that Tyler had broken with the Whigs. Then he concluded with this ringing announcement: "I am a Whig, a Massachusetts Whig, a Faneuil Hall Whig, and none shall have the power, now or hereafter, to deprive me of the position in which that character places me." Thus on his own terms Webster returned to leadership of the New Eng-*

land Whigs, and shaped the course he was to follow for the rest of his days.

State of Illinois
Sangamon Circuit Court

John B. Weber, who sues for the use of John N. Lane and Willoughby Webb, plaintiff, states that he holds a note on the defendant George R. Weber, in substance as followeth:

"On the first day of September eighteen hundred and forty-two I promise to pay John B. Weber, or his heirs or assigns, two hundred and fifty dollars with twelve per cent interest from date, for value received—

June 28th 1839—

Geo. R. Weber"

Yet the said debt remains unpaid. Wherefore he prays judgment for his debt and damages for the detention of the same together with his costs—

Logan & Lincoln p.q.

I do hereby enter myself security for costs in the above cause, and acknowledge myself bound to pay or cause to be paid all costs which may accrue in said action either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State.

A. Lincoln.

Dated this 9th day of November A. D. 1842

NOTE DRAWN BY LINCOLN IN THE SUIT OF RICHARDSON VS. CONSTANT & WHITE, SANGAMON CIRCUIT COURT,

(Herndon-Weik Collection)

The note and cover notations here reproduced were penned by Lincoln, with but one exception. The word, "Damages," followed by the figures, and those of the original note, are not his work but appear to be that of the clerk. This note was the basis of the complaint which Lincoln filed for John Richardson upon November 9, 1842.

State of Illinois
Sangamon Circuit—Sct.

John Richardson plaintiff states

that he holds a note on the defendants John Constant and John White, in substance as followeth,

"Springfield, July 9th 1841

Six months after date we or either of us promise to pay John Richardson or order the sum of two hundred and eighteen dollars and seventeen cents together with interest at the rate of six per cent per annum from date until paid, for value received; and which when paid is to be a full discharge of a judgement in the Sangamon circuit court in favor of said Richardson and against John White, rendered on the 29th April 1830 for $123—62 cents & costs— John Constant
John White "

Yet the said debt remains unpaid, wherefore he prays judgement for his debt and damages for the detention of the same together with his costs Logan & Lincoln p. q.

Richardson
vs
White & Constant
Filed Nov 9. 1842
J.Calhoun, Clerk

(Note Sued On)

"Springfield, July 9th 1841—

Six months after date we or either of us promise to pay John Richardson or order the sum of two hundred and eighteen dollars and seventeen cents together with interest at the rate of six per cent per annum from date until paid, for value received; and which, when paid is to be a full discharge of a judgement in the Sangamon Circuit court in favour of said Richardson and against John White rendered on the 29th April 1830 for $123.62 cents & costs—

218. 17 John Constant
Damages 18 John White

$236 17

$ 11-81. cents is cost to be paid over to the officers—
Constant & White"
Note
To be sued to the November term 1842

LETTER OF LINCOLN TO SAMUEL D. MARSHALL, NOVEMBER 11, 1842

This letter to Samuel D. Marshall has to do with the Supreme Court case of Dorman and Lane dealt with in another place. Lincoln's belief that he could reverse the decision of the lower court had due confirmation. Written a week after his marriage it also throws diverting sidelight upon an event of great importance to the writer.

Springfield, Nov. 11th, 1842

Dear Sam: Yours of the 10th Oct. enclosing five dollars was taken from the office in my absence by Judge Logan who neglected to hand it to me till about a week ago, and just an hour before I took a wife. Your other of the 3rd Inst., is also received. The Forbes & Hill case, of which you speak has not been brought up as yet.

I have looked into the Dorman & Lane case, till I believe I understand the facts of it; and I also believe we can reverse it. In the last I may be mistaken, but I think the case at least worth the experiment, and if Dorman will risk the cost, I will do my best for the "biggest kind of a fee" as you say, if we succeed, and nothing if we fail. I have not had a chance to consult Logan since I read your letters, but if the case comes up, I can have the use of him if I need him.

I would advise you to procure the Record and send it up immediately. Attend to the making out of the Record yourself, or most likely, the clerk will not get it all together right.

Nothing new here, except my marrying, which to me, is matter of profound wonder.

Yours forever
A. Lincoln

ORDER OF SUPREME COURT AND ANSWER OF LANE IN THE SUIT OF DORMAN & WIFE VS. LANE, NOVEMBER 17 AND 21, 1842

(Herndon-Weik Collection)

Neither the court order nor the answer by Lane here reproduced bears any of Lincoln's handwriting or notation thereon. They are included as definite parts of a case that extended until January 19, 1852, at which time Lincoln filed it as Dorman & wife vs. Yost, administrator &c. For a final decision in the case

of Dorman & wife vs. Yost, see the footnotes to Appeal from White, December Term, 1851. *This appeal refers to John Lane as administrator, and would indicate that the case against Lane, and that against Yost were closely connected. The supersedeas, misspelled by both Chief Justice Wilson, and John Lane, was and is an order staying legal proceedings in a case, such as proceeding under another writ.*

The Clerk of court will issue a writ of Error in the within case of the application of John Lane admr. for the sale of Lands to be made a supersidias upon the defendants entering into bond according to law in the sum of fifteen hundred dollars with Michael Jones as his security. Given under my hand this 17th day of Nov 1842

Wm Wilson
Chief Just. S. C. Ill.

having seen the order of Chief Justice Wilson granting a supersidias in the case of John Lane administrator of Christopher Robertson deceased to sell real Estate to which Dorman & Wife appeared & defended I hereby acknowledge the service of the same, dispensing with & waiving any & all other notice of the same

John..Lane Administr.

Nov 21st 1842

COMPLAINT OF PLAINTIFF IN THE SUIT OF LANGFORD VS. JOHNSON, SANGAMON CIRCUIT COURT, NOVEMBER 22, 1842

This case was duly referred to three arbitrators. Upon November 30 *Lincoln filed their report awarding the client of Logan & Lincoln* $54.87 *instead of the* $700. *demanded in the complaint of November* 22. *Logan & Lincoln had seventeen cases in court on the day they filed the complaint of Langford against Johnson. In six of these they secured judgments totaling* $4410.18. *Three cases were dismissed and five continued.*

Yet the said defendant (although often requested so to do) has not as yet paid said sum of money or any part thereof; but so to do has hitherto wholly neglected and refused, and still does neglect and refuse, To the damage of the said plaintiff of seven hundred dollars and therefore he brings his suit &c.

Logan & Lincoln p.q.

(Copy of account sued on)

1842
Nov. 1 Adam Johnson
To James P. Langford Dr.
To cash had and received $700.00

EXHIBIT IN THE SUIT OF HILL VS. TRAILOR, SANGAMON CIRCUIT COURT, NOVEMBER 30, 1842

(Herndon-Weik Collection)

The exhibit here reproduced appears to have been written by a clerk in the office, and signed by Shields. The document is included as the important exhibit K. referred to in the case of Hill vs. Trailor, in which Lincoln filed the declaration upon the date above given. A notation in the Herndon-Weik Collection places this as a part of the case of Hood vs. Gray, but this is an error.

Auditor's Office Ills
Springfield Nov 30 1842

I James Shields, Auditor of Public accounts of the State of Illinois do hereby Certify that the North half of the South West quarter of Section Sixteen in Township Twelve North of Range Three West of the 3rd Principal Meridian appears by the books in my Office to have been patented to Silas P. Hill on the 23d day of January 1838.

In witness whereof I have hereunto subscribed my name and affixed the Seal of my office the day and year above written

Jas. Shields
Auditor

AMENDED ANSWER OF DEFENDANT IN THE SUIT OF TRAILOR VS. HILL, SANGAMON CIRCUIT COURT, NOVEMBER 30, 1842

(Herndon-Weik Collection)

This amended answer is entirely in the hand of Lincoln with the exception of the notation of the paper being sworn. This is in the almost unreadable scrawl of Calhoun, and appears just before the final paragraph in the answer. The cover notations in

regard to the case were penned by Lincoln, and the others appear to be in the hand of Calhoun. Present day readers need not be frightened by the charges, for $200 *was Calhoun's careless, or rapid method of penning two dollars. It appears that Lincoln changed pens, beginning with the words, "This Respondent," immediately following the phrase, "as said court may direct." From this point to the words, "patentented to Silas P. Hill as above alleged—," the writing becomes finer and smaller, after which it appears he used the usual pen which made bolder looking words and thicker characters upon the written page.*

Lincoln appears to have had pen trouble near the end of this legal paper, for the word, "successively," is a scratchy thing, and most unlike the usual Lincoln script. The word, "patentented" seemes to be oversight rather than misspelling, but there seems to be little or no explanation for the use of "Perlina" in two places, and then "Pelina" later. The name might be construed as "Palina," but it appears to be "Perlina T. Hill" when first written by Lincoln.

The case was finally decided upon July 31, 1845 *at which time the report of the master in chancery was approved, and the bill of the complainant, Trailor, was dismissed. Hill filed his affidavit at this time, and then it was ordered that an execution issue forthwith for costs. Logan & Lincoln represented the interests of Leroy Hill. The case was appealed to the Supreme Court of Illinois, where Logan & Lincoln represented Hill, as they had done in the lower court. The case was argued by Abraham Lincoln upon January* 21, 1846, *and the higher court sustained the lower court in the dismissal of Trailor's bill. The name of Trailor has interesting connection with Abraham Lincoln, for the Trailor brothers, Archibald, William, and Henry, were defended by him for the supposed murder of Archibald Fisher. They were acquitted, when it was discovered that Fisher had wandered off to a nearby village. The Trailor brothers were in debt at the time of the trial, and the result of their relations with Lincoln as an attorney will be seen in the suit of Logan & Lincoln vs. Smith, filed July* 17, 1845.

Joel Trailor vs. Leroy Hill Amended Answer: November 30, 1842

The amended answer of Leroy L. Hill to the original and amended Bill of Joel Trailor filed against him in the Sangamon circuit court—

This Respondent, saving reserving &c. for answer to said amended Bill says that the exhibit, marked (A.) and filed with said amended Bill was made by this Respondent, and is in all respects genuine; but he denies that the note for $53- & 50 cents, mentioned in said exhibit, was paid on the 18th of November 1840, or at any other time— He states that said note was given up to said Trailor on the day last aforesaid, upon said Trailor giving this respondent in lieu thereof, another note for the sum of $57. 50 cents, on which last note this Respondent obtained a judgement which judgement was discharged by said Trailor giving this respondent still another note with security, and on which last note respondent has obtained a judgement, but upon which last judgement nothing has been paid so far as this Respondent knows or believes— Respondent also denies that said fifty three dollars & 50 cents note or any of the above mentioned notes had any connection with the sale or purchase of the land concerning which the writing in complainant's original Bill filed was given; but he alleges that said note was given as the consideration of another and different tract of land which respondent sold to said complainant and conveyed to complainant's son at complainant's request—

Respondent admits that he did receive of said complainant one mare one horse, and three yearlings; but he denies that he received them in part payment for the land concerning which the writing in the original Bill was given; but he alleges that he received them in payment for a large lot of rails which he sold to complainant and not for any other consideration— He also denies that he received them at the *prices* named in said amended Bill; but alleges that he took them in payment for said rails in a lumping way, without any fixed price upon them; and that he does not now believe the whole of them were at that time worth more than seventyfive dollars if that much— He does not recollect whether he received the $ 7. 50 cents in money mentioned in said amended Bill; but if he did, he alleges he did not receive it in any part payment for the land concerning which this suit was brought, but on other and different matter or matters — Respondent reaffirms that nothing has ever been paid to him for the land concerning which the writing in the original Bill mentioned was given, and which land is correctly described in this Respondents original answer; and that nothing was ever

contracted by complainant to be given for it except the note to the School commissioner as appears by the memorandum signed by complainant on the back of said writing— He states that previous to the date of said writing there had been much dealing between complainant and Respondent; but that on that day they had a final settlement of all their affairs, and respondent then gave complainant said writing for the consideration of his giving his note & security to the School commissioner as aforesaid, and for nothing else whatever, and that nothing else whatever had any connection with that transaction, as to price, payment, or any thing else— as evidence of said settlement Respondent files the copy of a note given him by complainant on that day, which is marked K and prayed to be taken as part thereof.

Respondent, in his original answer the original of which being sued on before James Easley Esq can not be had that he bought the land in question of the School commissioner of Christian county, which was a mistake— The fact is he together with Silas P. Hill bought it of the School commissioner of Montgomery county, the land then lying in that part of Montgomery county which has since been struck off into Christian county— He now alleges that the Governor of the State of Illinois duly conveyed said land to said Silas P. Hill, who has since died; and whose administrator, Joseph P. Durbin duly procured an order of the Christian circuit court for the sale of the real estate of the deceased, in which county the land was then situate and under that order sold and conveyed said tract together with other lands to Perlina T. Hill, whom this Respondent has procured to execute a good and sufficient deed for said tract to said complainant and which deed Respondent is ready to deliver to said complainant upon his giving his note and approved security to the School commissioner as aforesaid, or is ready to file in this court as said court may direct—

This Respondent also brings into and shows to this court & files as part hereof the official certificate of the Auditor of Public Accounts of the State of Illinois, showing that the tract of land in question was patentented to Silas P. Hill as above alleged— He states that the original patent is not now within his power, but that if said certificate be held insufficient proof that the land was so patented, he will before the next term of this court procure and then produce said original patent— Respondent also brings into and shows to this court & files

as part hereof a certified copy of the deed of the administrator reciting the order of the Christian circuit court, conveying said land to said Perlina T Hill, as above alleged— The foregoing makes a clear and connected title to said land, from the State up to the said complainant— And now Respondent having fully answered he prays that this court decree said complainant to accept said deed and execute his note with approved security, according to his contract aforesaid, Honorable court make such decree herein as equity may require and that Respondent be hence discharged with his reasonable costs—

Leroy L Hill

Subscribed and sworn to before
me this 30 Nov 1842
J Calhoun Clk

And now the defendant by leave of the court & consent of the complainant files as exhibits herein the patent from the Governor to Silas P.. Hill, a duly authenticated copy of the proceedings in the Christian county circuit court by the Administrator of the estate of said Silas P. Hill, the deed of said Administrator to Pelina T. Hill, and the deed of said complainant

Pelina T. Hill to this defendant, as mentioned & described in this defendant's amended answer herein, which exhibits are, in the above order, successively, (L.) (M) (N.) (O)—

Logan & Lincoln p d

Hill
ads
Trailor
} Amended Answer

Filed Nov 30. 1842
J. Calhoun
Copy of answer
1200 words— $200

REPORT OF COMMISSIONERS IN THE SUIT OF CROW & CROW VS. CROW ET AL, SANGAMON CIRCUIT COURT, DECEMBER 2, 1842

(Herndon-Weik Collection)

This report of the commissioners is in the hand of Lincoln, and was signed by the three commissioners at the time. The words, "Given under our hands and seals this day of

A.D. 1842—," *were penned by Lincoln and he left spaces to be filled in. The words, "first," and "December" appear to be in the same handwriting as the signature of Commissioner Patton. The cover notations appear to be in two hands, neither of them the writing of Lincoln. The signature of Calhoun defies reading, and is not characteristic of his penmanship. This report does not specify the lands awarded by court order, nor a distribution of the estate, but it was approved by the court as a final decision in the case.*

We the undersigned, having been, by an order of the Sangamon circuit court, appointed Commissioners to make assignment of dower, and partition of the lands in said order described, to the widow and heirs at law of Robert Crow deceased, respectfully Report, that after being duly sworn to fairly and impartially allot and set off to said widow her dower out of the lands in said order described, and in like manner to make partition among said heirs of the remainder of said lands, if the same could be done consistent with the interest of said estate, we proceeded to make said assignment and partition, and completed the same according to the Plat and Field Notes herewith filed, setting off the several lots according to said Plat, to the several parties, as indicated, at the bottom of said Plat & Field Notes— and which Plat & Field Notes we submit as part of this Report; that we made said assignment according to the quality and quantity of all of said lands

Given under our hands and seals this first day of December A. D. 1842—

James Patton (Seal)
Silas Harlan (Seal)
E. Lewis (Seal)

Crow & Crow
vs
The Widow & Heirs
of Robert Crow Decd

Filed and order to be entered—

Dec 2 1842
J Calhoun
pr J H Matheny

APPROVAL OF THE REPORT OF COMMISSIONERS AND FINAL COURT ORDER IN THE SUIT OF CROW & CROW VS. CROW ET AL, SANGAMON CIRCUIT COURT, DECEMBER 2, 1842

(Herndon-Weik Collection)

This document is completely the work of Lincoln, with one possible exception. The words, "Robert Crow," seem to be penned by another hand. One explanation might be the use of a different and heavier pen point, but the legal paper appears to be in the same pen until near the conclusion, when the Lincoln writing becomes broader than the characteristic script. This final action in the case, like the report of the commissioners, does not make specific report of the distribution of the estate, and it does not tell if Edward and William Crow were granted the lands and interests prayed for in their March 17th bill. The complete report of such division would seem to be an unnecessary detail, and the final decision in the case may be considered as a just distribution to all parties, with no signal triumph for plaintiffs or defendants.

Edward Crow &
William D. Crow
vs
The widow and heirs
of Robert Crow, deceased

Petition for Dower & Partition

This day came the commissioners appointed herein, and made their Report, which is approved by the court, and ordered to be filed— It is further ordered by the court that the costs of this proceeding be paid by all the parties in proportion to their respective interests; that as part of said costs, John B. Watson be allowed the sum of twelve dollars and fifty cents; and said commissioners and chairmen be allowed each one dollar per day for each day necessarily employed, the time they were so employed to be ascertained by proper affidavits filed; and said costs to be collected by fee bill to be issued and executed as other fee bills—

APPEAL ON ERROR, DORMAN VS. LANE, SUPREME COURT OF ILLINOIS, DECEMBER 8, 1842

(Herndon-Weik Collection)

Abraham Lincoln drew this appeal on error. The words,

"Joinder in Error," and, "L. Trumbull for Deft. in error," were penned by Lyman Trumbull. The date of filing was by Clerk Peck, but the cover notations do not appear to be in his hand. They bear slight similiarity to the hand of Trumbull, but have not the forceful character of his hand, and are a scrawl unlike his neater penmanship. They seem to be in no one of the three hands of Lincoln, Trumbull or Peck, but rather from the pen of a clerk or helper at court.

*Lincoln did not use the present day spelling of Gallatin county, but preferred one "*1.*" Despite the fact that he usually spelled "whereas" correctly, he erred in the third paragraph of the appeal, and used, "wheras," as he did in other documents on occasion. This case was begun with a suit by John Lane to sell the real estate of Christopher Robertson, deceased, in order to pay the latter's debts. It was argued before the Supreme Court of Illinois by Abraham Lincoln for the plaintiff in error, Dorman, and by Lyman Trumbull for the defendant in error, Lane. The argument was begun upon February* 27, 1843, *and was concluded by Lincoln upon the following day. The court took the case under advisement upon March* 4, 1843, *and on December* 21, 1844 *ordered it re-argued. Lincoln and Trumbull opposed each other at the re-argument of the case. Lincoln won the case upon January* 4, 1844, *when the higher court reversed the decision of the lower court, which had been in favor of Lane. The letters of Lincoln to his good friend, Samuel D. Marshall, reproduced elsewhere, contain interesting comments on this case.*

Marshall, an able lawyer from Shawneetown, won a victory in this suit when he represented Miss Rebecca Daimwood in the circuit court of Gallatin county. When Lane appealed the decision to the Supreme Court of Illinois, Marshall retained Lincoln as co-counsel in the case. As Miss Daimwood had married young William Dorman in the meantime, he was made a party to the appeal. An interesting and detailed account of the case appears in Jesse W. Weik, The Real Lincoln: A Portrait (Boston, 1922) *Pp.* 167-168. *The story related by Beveridge in his Abraham Lincoln,* 1:558 *that Lincoln took no fee but gave his services as a wedding present to the Dormans is without foundation. As a matter of fact he at the outset received a mortgage on* 160 *acres of land near Shawneetown to guarantee his fee if he won the case. And upon April* 8, 1853, *eleven years after he became interested in the case, Lincoln, having received* $100 *from William Dorman, gave the latter a quit claim deed to the land.*

See Dr. Harry E. Pratt, The Personal Finances of Abraham Lincoln, Springfield, 1943, *Page* 31.

The early days of December, 1842 *brought their full quota of events of interest to newspaper readers like Abraham Lincoln. Thus President Tyler in his second annual message to Congress suggested a tripartite treaty which he hoped by mutual concession would settle not only the disputed Oregon boundary line, but also differences with Mexico resulting from the revolt of Texas and unpaid damage claims. Congress, however, ignored the President's plan, and adjustment of two disturbing problems was consigned to Tyler's successor, Polk.*

Upon December 5 *Samuel F. B. Morse was permitted to set up his telegraph in the lower rooms of the Capitol at Washington as preliminary to an appropriation by a narrow vote three months later of* $30,000 *which made possible the construction of a line from Washington to Baltimore and so assured the success of a great invention. One of Abraham Lincoln's uses of the telegraph seven years later was to decline a proferred offer of the governorship of Oregon.*

Again upon December 6, 1842, *General Lewis Cass, whose resolute course as American minister to France had won him popular favor, arrived in Boston, and resumed the career at home which was to make him a member of the Senate and eager aspirant for the Presidency, and whose pretensions to military glory—he had served as a youthful aide to Harrison in the battle of Tippecanoe—were in* 1848 *to provoke the lusty and devastating ridicule of Congressman Abraham Lincoln of Illinois.*

Finally, December 8, 1842 *brought the inauguration of Thomas Ford as governor of Illinois to the acute discomfiture of Lincoln and his fellow Whig leaders. The sudden death in the summer of* 1842 *of Adam W. Snyder, Democratic candidate for governor, caused the eleventh-hour selection for the vacancy of Ford, who was then serving as a justice of the State Supreme Court. At the ensuing election the Mormon vote gave the office to Ford, but also led to inner war among the Mormons, and the murder ere long of their leader.*

William M Dorman & wife
vs
John Lane, administrator of
Christopher Robertson decd

Error to Galatin—

And the said plaintiffs in error,

come and say that in the record *and* proceedings in the above cause there is manifest error in this towit:

1st That the court below refused to apply the three hundred dollars, Bank dividends mentioned as payment on, or set off against, Lane's debt, whereas it should have been so allowed

2nd That the court below rejected evidence of the receipt, by Lane of *mesne* profits, whereas such evidence ought to have been received

3rd That the court below decided that there were not sufficient personal effects to pay the debts of the estate, whereas the evidence showed the contrary—

4th That the court below decided that the receipt, by Lane, of the proceeds of the sale of the land, under the act of the Legislature, was no payment of Lane's debt, whereas by the law of the land, it was a good payment—

5th That the court below did not decide the receipt & possession by Lane, of the said proceeds of the sale of the land as aforesaid, were good as set off against Lane's debt, whereas it should have been so decided

6th That the court below ordered the land in the Petition described to be sold, whereas such order ought to have been refused—

For these and other errors apparent on the record, the plaintiff prays that the order of the court below be reversed—

Lincoln p. q.

Joinder in Error

L. Trumbull for Deft in error.

John Lane
ads } transcript
Dorman & Wife

Filed 8th Decr 1842
E Peck
Clk.

ASSIGNMENT OF ERRORS, SCHLENKER ET AL VS. RISLEY, SUPREME COURT OF ILLINOIS, DECEMBER 14, 1842

(Herndon-Weik Collection)

The only part of this legal paper from the pen of Lincoln is found in the Latin sentence "In nullo est erratum," and in the signature "Lincoln for appellee." The assignment of errors appears to have been the work of two hands, points 7 *and* 8, *and the conclusion that of Orlando B. Ficklin. The neatness of the document resembles the careful work of Lincoln, and there is a use of extra spacing for emphasis, characteristic of his legal papers. The lower court action in this case involved a suit for false imprisonment brought against Schlenker and Wallace by Joshua Risley. The case was heard at the September,* 1842 *term of the Wabash circuit court, at which time Schlenker and Wallace were assessed damages of* $333.00.

In the hearing before the Supreme Court the appellants, Schlenker et al, were represented by Orlando B. Ficklin, while Lincoln appeared for the appellee, Risley. On December 14, 1842, *the appellants were ruled to assign errors by Friday, February* 16*th, and for this reason, this document is dated as of that day. Lincoln appeared for Risley on December* 27, 1842, *and the case was set for argument upon January* 16, 1843. *The case was argued upon the day set, with Ficklin and Lincoln appearing for their respective clients.*

Justice John D. Caton, friend and admirer of Lincoln, handed down the opinion of the court. Justice Caton sat on the bench of the highest tribunal of the state from 1842 *to* 1864, *and was, at one time, chief justice of the Supreme Court of Illinois. His estimate of Lincoln the lawyer was given in a brief address before the court at the time of the death of Lincoln. Justice Caton ruled that Schlenker had adduced no new evidence in his contention that Wallace had claimed to be a certified officer, and that Schlenker had aided him as an officer of the law. Caton decided that the objection against the lower court ruling against the defendants in that court as a whole could not be sustained, and he affirmed the decision of the Wabash circuit court. Justice James Semple handed down a dissenting opinion. For a full report of the case, see* 4 *Illinois,* 3 *Scammon,* 483-488. *A good summary of the plea of Lincoln with a list of authorities cited by him will be found on Pp.* 484-485. *The case has been cited in decisions of*

the Supreme Courts of Iowa, Alabama, Michigan, Connecticut, Mississippi, California, and by the courts of New York.

Two interesting events, both with a meaning for Abraham Lincoln, occurred in December, 1842. *Upon December* 16, *the Illinois Legislature chose Sidney Breese to succeed Richard M. Young in the Federal Senate, and upon December* 19 *Senator Linn of Missouri introduced a bill in that body for the organization of Oregon. A native of New York the Illinois career of Breese covered more than half a century, and long after his single term in the Senate he was to end his days as chief justice of the Supreme Court of Illinois. Lincoln and Breese frequently found themselves at cross purposes. An able man, but also diligent in his quest for personal advantage, Breese was likewise a persistent if minor source of annoyance to President Polk, who in his diary has protesting references to the Illinois senator. "After night Senator Breese called," Polk recorded on March* 17, 1847. *"He has always an axe to grind," and "is perhaps the most troublesome and inveterate seeker for office for his friends in either House of Congress." (See Allan Nevins, Polk: The Diary of a President, New York,* 1929, *Page* 203).

Linn's bill provided among other things for the building of a chain of forts along the route to Oregon and at the mouth of the Columbia river, and for the granting of land to American settlers. After an animated debate, in which its chief opponent was John C. Calhoun, it passed the Senate by a narrow vote, but failed to be acted upon by the House. Nevertheless it focussed public attention upon Oregon, and made it one of the important issues discussed by Lincoln in the presidential campaign of 1844.

Gideon Schlenker et al
vs
Joshua Risley
} Trespass

Appeal from Wabash.

Assignment of Errors.

And now at this day the plaintiff comes by his attorney and says that in the Record and proecedings in this case, on the trial in the Court below, there was manifest error; and he assigns the following errors in Said Record and proceedings viz.

1st The Court ered, in not permitting Elijah S Wallis to prove that he was considered and reputed to be, an acting

Constable in the County of Wabash at the time of the arrest of the defendant, under the pleadings in the case.

2. The Court ered in not permitting the defendant to prove, under the pleadings in this case, that George Williams was considered and reputed at the time of the supposed trespass, to have been an acting Justice of the peace, in and for the County of Wabash.

3. The Court ered in discriminating between the Justice and Constable, and those acting under them. by deciding that the evidence that Williams and Schlenker were considered and reputed to be a Justice of the peace and Constable, went only in mitigation of damages as to them,

4. The Court ered, in refusing to grant a new trial, on the ground of newly discovered evidence after the trial, material to the issue, which was not cumulative.

5th. The Court ered in not granting a new trial, on the ground of excessive damages.

6. The Court ered in not granting a new trial, because the verdict was against law and evidence.

7. The Court ered in entering up judgment against the appellants on the verdict of guilty, whereas by the laws of the land no such judgment could be rendered against said appellants.

8. The judgment & proceedings aforesaid as appear by the record aforesaid are otherwise informal, erroneous, irregular and defective

And for the errors aforesaid and others apparent on the record aforesaid said appellants pray that the Judgment aforesaid may be reversed, annulled, & wholly set aside

Ficklin for Appellant

In nullo est erratum

Lincoln for appellee

Schlenker et al

vs

Risley.

Assignment of errors

APPEAL IN THE SUIT OF GREATHOUSE AND CHESTNUT VS. SMITH, DECEMBER 14, 1842, SUPREME COURT OF ILLINOIS

(Herndon-Weik Collection)

The only words penned by Lincoln in this appeal were

those of his reply, "In nullo est erratum," and his signature, "Lincoln p.d." The rest of the appeal is the work of McConnel and Brayman, and the indiscriminate use of capital letters, and the general appearance of the document are in sharp contrast to the neat and carefully spelled legal papers of Lincoln. The gentleman from Illinois made mistakes in spelling, but less frequently than most attorneys of his day, and he rarely used a capital letter in place of a small one, and vice versa.

State of Illinois

John S. Greathouse & John A. Chestnut	Appellants	Sup. Court December T. 1840
vs .		
David A Smith	Appellee	

Appeal from Macoupin

and the said Plaintiffs Come and Say that in the records and proceedings aforesaid, there is manifest error in this:—

That the Court erred in overruling the Demurrer of the said Plaintiffs (who were defendants in the court below) to the declaration of the said defendant (Who was Plaintiff in the Court below) and in endorsing Judgment against said Plaintiffs.

And for the aforesaid Errors, and others apparent on the face of the records & proceedings aforesaid, the Said appellants Pray that on a hearing thereof the said Judgment may be reversed, Set aside & Wholly held for nought.

McConnel & Brayman
Pltffs attys.

In nullo est erratum
Lincoln p. d.

John S. Greathouse &
John A. Chestnut
vs.
David A. Smith

Filed 14th Dec 1842
E Peck
C.S.C.

McConnel & Brayman
Pltffs Attys.

TRANSCRIPT IN THE SUIT OF PENTECOST ET AL VS. MAGHEE, DECEMBER 14, 1842, SUPREME COURT OF ILLINOIS

(Herndon-Weik Collection)

Although the only words in this lengthy transcript, which are in the hand of Lincoln, are those forming the brief sentence, "In nullo est erratum, Lincoln for Appellee," they come at the conclusion of a detailed history of a case which he handled for the appellee before the Supreme Court. The transcript is included as a partial history of the case in the lower courts, but there are few essential items missing. It began with a suit for trespass, and judgment was awarded to Maghee. Its course in the lower courts becomes clear from a reading of the transcript, and it is necessary to follow the procedure only through the Supreme Court where Lincoln handled the case. It was first brought before the Supreme Court upon February 7, 1843, at which time Lincoln made motion that the appellants be ruled to assign errors by February 11th of the same year. Upon March 2, 1843, the attorney for the appellee moved that the plaintiffs or appellants be ruled to file abstracts on the following day, and it was so done. The case was finally argued upon January 22, 1844, at which time Attorney Lincoln contended that there should be no appeal from an injunctional order, when such order did not dispose of all the issues in the case. He then moved that the case be dismissed upon these grounds, and the motion was allowed upon January 24, 1844. The judgment of the lower court was thus affirmed, and Maghee, the client of Lincoln, received affirmation of the judgment and execution awarded in the lower court. It is possible that contacts made in Indiana days may have been responsible for the part played by Lincoln, but he handled numerous cases from Indiana, and the case merely reveals the extent of his practice. Baker and Bledsoe were leading lawyers of Springfield being the Edward Dickinson Baker and Albert Taylor Bledsoe already noted.

State of Illinois Edwards County s s.

Be it remembered that heretofore to wit on the ninth day of September in the year 1842, William Pickering, came into the Clerks Office Office of the Edwards Circuit Court and filed the following Petition to wit,

" To the Honorable William Wilson Judge in chancery of Edwards County State of Illinois,

The Petition of Hugh L Pentecost of New harmony Indiana and William Pickering of Edwards County State of Illinois,

Respectfully Sheweth, That whereas a Judgment of the Circuit Court of said County, rendered against your Petitioners for the sum of Sixteen hundred dollars or thereabouts dated in Sept. 1841. in favor of one John H Maghee of Evansville State of Indiana, and in virtue whereof an execution has been issued and a Levy made upon the dwelling house(of the said H. L. Pentecost) and two town lots in Albion the property of said Pentecost, and also upon a quarter Section of Land being the S. W. qr. of Sect. 2. T. 2. S. Range W East lying being and situated on the West side of the Town of Albion and adjoining thereto all in said county the property of the said William Pickering, And that the Sheriff of said Edwards County did summons one Alexander Stewart, a Blacksmith and Store Keeper in said town of Albion, as one of the valuers or appraisers of said property, and that said Stewart was appointed to appraise said property by said Maghee, the the plaintiff in said suit as your Petitioners verily believe, first because the said Maghee being, a whole sale merchant at Evansville, and said Stewart being a retail Merchant at Albion, thereby hoping to control and in fluence the valuation of said property, by said Stewart, favourably to the interest of said Maghee, and secondly because said Stewart has openly and publickly on all occasions been the avowed and determined personal enemy of your Petitioners for several years past from which unconcealed feelings of malice a fore thought on the part of said Stewart against the rights interests and privileges of your Petitioners, no doubt exists. but he was so selected for such valuer from a natural expectation that he the said Stewart would use every endeavour in his power to urge and obtain an unfair and fraudulently depreciated value upon the above described property of your Petitoners, to the great gratification of his malice against them, and to their most grievous detriment and injury. And also another person was sum-

moned as a valuer of said property— by the name of Elias Weaver; a Carpenter in Albion, the friend and Brother in Law of said Stewart, and who is always considered to be entirely under the control and influence of Alex Stewart aforesaid, And another person was also summoned as a valuer or appraiser of said property by the name of Moses Smith a Store Keeper of Albion, generally thout to be a harmless inoffensive man one who is so much afraid of exercising his own own judgment for fear of acting wrongfully, that he often has not courage sufficient to urge him to act rightfully, and one whose timidity was likely to make him an easy prey and dupe to the malicious sophistry of said Stewart, And who is supposed to have been also under the immediate control and influence of said Alexr. Stewart, of malicious memory as must appear plainly from the fact of his accepting so cheerfully the office of valuing the property. of your Petitioners, whom he has on all occasions openly denounced himself an open enemy to— and that too at the request of the Plaintiff to whom he feels already friendly and whose future and further friendship he appears so anxious to court and merit,

And whereas the said Stewart with the said Weaver and Smith so fully under his control, did in the month of August last return a valuation or appraise ment of your petitioners property in the following manner to wit,

The two certain Town Lots with the dwelling house, smoke house, ice house, garden house, tank and garden fencing and all other premises therein, belonging to your Petitioner H. L. Pentecost, for the sum of Four hundred and Sixty dollars or thereabout, well knowing that said Maghee the Plaintiff thereby take or sell the said property for two thirds said valuation or the trifling amount of Three hundred and eight dollars or thereabout, And whereas your Petitioners verily believe that the said small value of 460 Dollars must have been wickedly, maliciously & fraudulently made out by said valuers or some two of them, because your Petitioner H. L. Pentecost did give about 2 years ago, to one George Flower the sum of Six hundred and fifty dollars for said 2 Town lots, with a dwelling house of two rooms thereon, being the fare and moderate value thereof, for said George Flower had just before that given to one David Hearsum, Four hundred and fifty Dollars for erecting said house, And the said 2 Town Lots were of the acknowledged value of Two hundred dollars and further that during the last year the

said Pentecost built two separate and distinct rooms as wings to said house the same being of good and substantial frame work and weather boarded, and well roofed with good Shingles finished with floors, doors, widows &c. &c. at the cost of 300 Dollars or thereabout And did also build a smoke house at the cost and value of Seventy five dollars or thereabout, and did also build a good and proper Ice house at the cost of about Seventy five dollars or thereabout and also dug a Tank walled and finished the same at Forty dollars cost or thereabout, And also fenced in the said 2 Lots mostly with post rail and pailing gate &c, at the cost of Sixty dollars or thereabout and dug leveled and made a good and valuable garden thereon, planted ornamental shrubs and other valuable plants &c. making the entire cost to yr. petitioner, about the sum of Twelve hundred dollars or thereabout, all of which building prices are agreeably with the common rates, of the Town of Albion, and which has been paid by Stewart & Smith for buildings they own in said Town, and which rates or prices has also been charged by the said Weaver, a builder in said Town. The fact of a fraudulent value there fore easily appears plain, by their appraising, the above property, for 460 dollars which cost at common sale rate the sum of 1200 dollars or thereabout.

And further yr. Petitioners respectfully beg leave to show that the aforesaid valuers with equal malice a fore thought did also appraise the said quarter Section of Land the property of your petitioner William Pickering, at about the sum of Ten Dollars per acre, which valuation must as plainly appear to be equally fraudulent from the following statement of other sales of property, in the immediate vicinity thereof, to wit, that immediately previous to the date of said Judgment, yr. petitioner did sell a part of said quarter section of Land say 7 acres thereof to William Harwick for 20 dollars per acre And also an other piece of four acres of Land to August Emies for twenty dollars per acre, situated half a mile farther from Albion, George Flower sold 3 acres to Mr. Peters for 18 or 20 dollars per acre farther from Albion also George Ferryman gave 150 dollars for 7 acres of unenclosed brush Land without any timber thereon. which is adjoining your petitioners quarter Section, and also one John Trive sold lately a piece of Land at the rate of 120 Doll per acre which money said Trive would gladly return to get the land back again this piece also joins yr. petitioners qr. Sec. of Land, Also said Moses Smith has lately sold Land at the rate of 100 or 200 dollars pr. lying within about 300 yards of said qr. Sec. And

also the said Alexander Stewart has given 100 dollars for 3 acres or 33 dollars + 33 cts per acre for unenclosed brush Land within about 300 yards of said qr. section, Therefore shewing clearly that as part of said quarter section has already been sold for 20 Doll. per acre, part of the next Section lying still farther from said Town of Albion for 20 Doll. per acre, and unenclosed brush Land without timber being sold for 22 Doll per acre adjoining the same, and one quarter of an acre adjoining said quarter sec. of Land having been sold for 30 Doll. or 120 Doll per acre, and said Stewart himself having given thirty three dollars and thirty three cents per acre, or thereabout, for unenclosed brush Land within 300 yards of said quarter Section, And from the consideration that the main street of Albion, runs directly to and continues through the said qr. Sec. thereby making that part there of as valuable as the property along the main Street of said Town of Albion, and as the said valuers well knew at the time of their said valuation that the plaintiff could sell or take said Land at two thirds their valuation or the small price of six dollars and sixty six cents per acre or thereabout, And further more the timber on said qr. sec. is worth more per acre than their whole value,

Therefore Your Petitioners are firmly inclined to believe and do believe that the said Stewart, Weaver & Smith did also corruptly and fraudulently place such an unjustly low value or appraisement upon said property from a hope or with an expectation that they could thereby become themselves the purchasers of part or parts of said property at the low price of two thirds of their own under value, and depending upon the present scarcity of money in the country as being likely to prevent your petitioners from being able to redeem the same within the time allowed by Law, they being now em barrassed as well known to said valuers, thus by the process of their own fraudulent and corruptly undervaluing said property, said valuers might themselves become possessed of it at less than one third of its regular and proper worth. Where fore they pray that the said Plaintiff and the said appraisers be made defendants hereto and because of such glaring and corrupt fraud thus committed by said valuers of said property, Your petitioners respectfully request your honour will grant such injunction or process as will effectually restrain the Sheriff of Edwards County from selling said property,

on the 9th instant as his advertisement thereof sets forth, under the aforesaid fraudulent and corrupt valuation, And your Petitioners pray that a revaluation may take place before any

further sale of said property be made, and that your honour may be pleased to grant such other and further relief as may be just and equitable, and as in duty bound &c. &c.

William Pickering

Sworn to and subscribed before me 6th day of Sept. 1842

Jas. Ratcliff, Clk

Upon which said Petition the following en dorsement was made, to wit,

" State of Illinois & fourth Judicial Circuit therein, s. s.

The Clerk of Edwards Circuit Court will issue Injunction in this case according to the prayer of the Bill, Staying & restraining all further proceedings at Law, in the case of Maghee against Petitioners, Pentecost & Pickering upon their entering into bond in double the amount of Judgment at Law, in the said case, with David Thomson, Hugh Reynolds, George Ferriman, John Baizenton. Joseph Wood, James Kean, Wm. Scholfield, John M Stephenson or any three of them.

Wm Wilson "

September 8th 1842

And thereupon the following Bond was entered into to wit:

" Know all men by these presents, that Hugh L Pentecost , William Pickering, J. M. Stevenson, David Thomson and William Schofield of the County of Edwards and State of Illinois, are held and firmly bound unto John H Maghee of the County of Vanderburgh and State of Indiana in the penal sum of Three thousand one hundred and forty seven dollars and ninety eight cents, good and lawful money of the United States. for the payment of which sum we and each of us bind our selves our heirs, our executors, administrators and assigns jointly severally and firmly by these presents,

Witness our hands and seals this 9th day of September, A. D. 1842."

The condition of the above obligation is such that whereas the above bounden Hugh L Pentecost and William Pickering having prayed for and obtained a writ of Injunction from the Court of said County of Edwards, restraining, and enjoining the said John H Maghee from proceeding to the Collection of a Judgment at Law obtained by him against the said Hugh L Pentecost and William Pickering in the said Circuit Court on the 14th day of September A. D. 1841 for the sum of Fifteen hundred and

Sixty six dollars and twenty four cents until the said Court shall make other order to the contrary. Now if the said Hugh L Pentecost or William Pickering shall pay or cause to be paid to the said John H Maghee all money and costs due or to be due to him in the said action at law. and also all such costs and damages as shall be awarded against the said complainants in case the said Injunction herein granted shall be dissolved then the above obligation to be void otherwise to remain in full force and virtue.

H. L. Pentecost (Seal)
William Pickering (Seal)
J. M. Stevenson (Seal)
David Thomson (Seal)
William Schofield (Seal)

State of Illinois } s. s. I Walter L Mayo, Clerk of the
Edwards County } Circuit Court in and for said County, Do certify that William Pickering, J. M Stevenson, David Thomson and William Schofield whose signatures appear to the foregoing Bond this day appeared before me and acknowledged the same to be their free act and deed.

Given under my hand at Albion this 9th day of September 1842

Walter L Mayo. Clk "

whereupon an Injunction was issued in the words and figures folowing to wit,

" State of Illinois } sct.
Edwards County } The People of the State of Illinois.

To John H Maghee, his counsellers, attorneys, solicitors and agents & A R Kenner Sheriff of said County Greeting.

Whereas Hugh L Pentecost and William Pickering have lately exhibited their Bill of complaint. to the Judge of the Circuit Court in and for the County of Edwards and State of Illinois. on the chancery side thereof, against you the said John H Maghee, Defendant, wherein among other things, it is alleged that by reason of a fraudulent and corrupt appraisement of certain Town Lots &c. dwelling house and Lands &c. in complainants Bill mentioned. by Alexander Stewart, Elias Weaver and Moses Smith. made for the purpose together with the said John H Maghee, defendant of obtaining,said Town Lots, dwelling house and Lands at a less than two thirds of the true value thereof, to the manifest damage and injury of the said complainants in the premises. We

therefore in consideration thereof do strictly enjoin and command you the said John H Maghee, and all and every the persons above mentioned that you and each of you, do absolutely and entirely desist from all further proceedings at law, against the said complainants concerning any of the matters in the said Bill complained of until you and each of shall appear to and fully answer the complainants Bill, and the said Court shall make other order to the contrary.

Witness Walter L Mayo. Clerk of the Circuit Court in and for said County and the seal thereof at Albion this 9th September 1842.

[L S]

Walter L Mayo. clk.

To the Coroner of said County to serve.
Upon which said writ the following endorsements made , to wit,
" Come to hand Septr. 9th 1842, Delivered to me by Clerk.
A. R. Kenner, Shff.

"At a circuit Court continued and held at the Court house in Albion, in and for the County of Edwards and State of Illinois. on Tuesday the 13th day of September 1842
Present . The Honl. Wm. Wilson"

William Pickering &
Hugh L Pentecost
vs
John H Maghee & others } In Chancery

At this day came the parties by their counsel, and the defendants. Stewart, Weaver and Smith filed their several answers to the Bill, and the Defendants moved the Court to dissolve the Injunction herein and the Court not being fully advised took time &c

The answer of Alexander Stew art filed in the above entitled cause on the day and year last aforesaid is in the words and figures following, to wit,

" The Separate answer of Alexander Stewart one of the Defendants to the bill of complaint of Hugh L Pentecost and William Pickering complainants. This Defendant Saving & reserving to himself all & all manner of benefit of exception to the many errors, mistakes misconceptions &c. in the complainants bill of complaint, for answer thereto or to so much thereof as this

Defendant is advised is material or proper for this Defendant to answer unto answering says , This Defendant believes & admits that John H Maghee at the September Term of the Edwards Circuit Court 1841 obtained a Judgment against the said com plainants for the sum of $1566..74 cents & costs and that an Execution has been issued in said judgment & levied on Lots numbers 16 & 17 in Block L. in the Town of Albion and on the N. W. qr. of Sec 2 Town 2 South of Range 10 East, that this Defendant was summoned by the Sheriff to act as one of the appraisers and appraise and value said property that this Defendant having been duly sworn did proceed with said Weaver & Smith who were also summoned & sworn to value said property and that this Defendant & the said Weaver & Smith did agree & value said property with reference to its cash value as follows. They valued and appraised the said North West quarter Section of Land to be worth in quarters as follows The South West fourth thereof $8. pr. acre or $320— The North West fourth thereof $8..66 2/3 pr. acre or $346..66 2/3, The South East fourth thereof $12..00 per acre or $480..00 and the North East fourth thereof $11..33 1/3 pr acre the improvements on said North East fourth $275, making the North East fourth as improved $728..46 2/3 making the said quarter Section to be worth in all $1875..13 1/3 and in like manner they valued & appraised said Town Lots 16 & 17 with the improvements thereon to be worth $462.00. This Defendant further answering denies positively that in making said valuation he was controlled or influenced by the said Maghee or any other person or persons whatever, and this Defendant denies positively that he has used or exercised any control or undue in fluence over or upon the said Weaver & Smith or either of them in making said valuation. This Defendant likewise positively denies he he ever endeavoured or wished to obtain an unfair or depreciated value on said property or any of it but that he this Defendant valued said property at what he then thought and still thinks it to be fairly worth. This Defendant positively denies any wish or intention or expectation to purchase said property, or any part thereof, under said valuation, at the price of two thirds thereof or otherwise, And States thereto after the valuation said property was offered for sale under said execution & valuation to wit on the 15th day of August last & not sold for want of bidders when this Defendant might if he wished, have bid and purchased. This Defendant further answering denies most positively all combination, fraud malice improper conduct or intention or any or

either of them in making said valuation but states that said valuation was made by this Defendant, acting under oath according to his own solemn conviction & belief of the true & fair value of the property valued. And having fully answered this Defendant prays he may be discharged &

Alexander Stewart

State of Illinois Edwards County. ss.

Subscribed and sworn to before me an acting Justice of the peace in and for Edwards County State of Illinois, Sept. 13. 1842

Charles P Burns J. P. ..

The answer of Elias Weaver filed in the above entitled cause on the day and year last aforesaid, is in the words and figures following, to wit,

" The separate answer of Elias Weaver one of the Defendants in the bill of complaint of Hugh L Pentecost and William Pickering, Complainants.

This Defendant saving and reserving to himself all & all manner of benefit of exception to the many, errors, mistakes, misconceptions &c. in the Complainants bill of complaints, for answer thereto or to so much thereof as this Defendant is advised is material & proper for him to answer unto answering says. This Defendant believes & admits that John H Maghee at the September Term of the Edwards Circuit Court 1841 obtained a judgment against the said complainants for the sum of $1566..74 cents & costs, and that an Execution has been issued on said judgment & Levied on Lots numbers 16 & 17 in Block L. in the Town of Albion, and on the N. W. quarter of Section 2 Town 2 South of Range 10 East. That this Defendant was summoned by the Sheriff to act as one of the appraisers and to appraise and value said property, that this Defendant having been duly sworn did proceed with said Stewart & Smith, who were summoned & sworn to value said property, and that this Defendant & the said Stewart & Smith did agree and value said property with reference to its cash value as follows, They valued and appraised the said North West quarter Section to be worth in quarters as follows. The South West fourth thereof $8 pr. acre or $ 320..00 The North West fourth thereof $8..66 2/3 pr acre or $346..66 2/3 The South East fourth thereof $12..00 pr acre or $480— and the North East fourth thereof $11.33 1/3 pr acre the improvements on said N. E. fourth $275. making the N. E. fourth as improved to be worth $728..46 2/3 and making the said quarter Section

to be worth in all $1875..13 1/3 And in like manner they valued & appraised said Town Lots 16 & 17 with the improvements thereon, to be worth $462.00. This Defendant further answering denies positively that in making said valuation he was controlled or influenced by the said Maghee or Stewart or any other person or persons whatsoever. This Defendant likewise denies positively that he ever endeavoured or wished to obtain an unfair or depreciated value on said property or any of it, but that he this Defendant, valued said property at what he then thought & still thinks it to be fairly worth. This Defendant positively denies any wish or intention or expectation to purchase said property or any part thereof under said valution at the price of two thirds thereof, or otherwise, & States that after the valuation said property was offered for sale under said execution & valuation to wit, on or about the 15th day of August last & was not sold for want of bidders, when this defendant might if he wished have bid & purchased. This Defendant further answering denies most positively all combination, fraud, malice, improper conduct intention or any or either of them in making said valuation but states that said valuation was made by this Defendant acting under oath according to his own solemn conviction & belief of the true and fair value of the property valued

Elias Weaver

Subscribed and sworn to before me Charles P Burns an acting Justice of the peace in and for Edwards County, Illinois at Albion in said County this 13th Sept 1842

Charles P. Burns . J. P.

The answer of Moses Smith one of the Defendants to the Bill of Complainant of Hugh L Pentecost & William Pickering complainants,

This Defendant saving and reserving to himself all & all manner of benefit of exception of the many errors, mistakes misconceptions &c, in the complainants bill of complaint. for answer thereto or unto so much thereof as this Defendant is advised is material & proper for this Defendant to answer unto answering says, This Defendant believes and admits that John H Maghee at the September Term of the Edwards Circuit Court 1841 obtained a judgment against the said complainants for the sum of $1566..74 cents & costs and that an execution has been issued on said Judgment & levied on Lots numbers 16 & 17 in Block L in the Town of Albion and on the N. W. quarter of Section 2 Town 2 South of Range 10 East. That this defendant was summoned

by the Sheriff to act as one of the appraisers and to appraise and value said property. That this defendant having been duly sworn did proceed with the said Stewart and Weaver who were also summoned and sworn to value said property, and this defendant & the said Stewart and Weaver did agree and value said property with a reference to its cash value as follows. They valued and appraised said North West quarter Section to be worth in quarters as follows. The South West fourth thereof 8$ pr acre or $320..00 The North West thereof $8..66 2/3 pr acre or $346..66 2/3. The South East fourth thereof $12..00 pr acre or $480— and the North East fourth thereof $11..33 1/3 pr acre, the improvements on said N. E. fourth $275— making the N. E. fourth as improved to be worth $728..46 2/3 and making the said quarter Section to be worth in all $1785.13 1/3 And in like manner they valued and appraised said Town Lots 16 & 17 with the improvements thereon to be worth $462..00 This Defendant further answering positively denies that in making said valuation he controlled or influenced by the said Maghee or Stewart or any other person or persons whatsoever.. This Defendant likewise denies positively that he ever endeavoured or wished to obtain an unfair or depreciated value on said property, or any of it but that he This defendant valued said property at what he then thought and still thinks it to be fairly worth. This Defendant positively denies any wish or intention or expection to purchase said property or any part thereof, under said valuation at the price of two thirds thereof or otherwise, and States that after the valuation said property was offered for sale under said execution & valuation to wit on or about the 15th day of August last and was not sold for want of bidders, when this defendant might if he wished have bid and purchased. This defendant further answering denies most positively all combination, fraud, malice, improper conduct, intention or any or either of them in making said valuation, but States that said valuation was made by this defendant acting under oath according to his own solemn conviction and belief of the true and fair value of the property valued.

Moses Smith

State of Illinois Edwards County ss.

Sworn to and subscribed by the said Moses Smith before me Charles P Burns an acting Justice of the peace in and for said County, this 13th day of September 1842

Charles P Burns. J. P.

And again on the 14th day of September in the year 1842 at the the Term of the Circuit Court held in and for the County of Edwards State of Illinois last aforesaid the following proceedings are entered of Record in the foregoing entitled cause, to wit.

Hugh L Pentecost &
William Pickering
vs
John H Maghee and others
} In Chancery.

The Court now being sufficiently advised &c. order, adjudge and decree that the Injunction be dissolved— Whereupon the complainants prayed an appeal which is allowed on condition, that they enter into Bond according to Law, within thirty days from this date with David Thomson, John W Stevenson, William Schofield, Charles Schofield, Thomas Bruster and Levin Wilson as their securities."

And afterwards towit, on the 7th day of October in the year 1842 the following appeal Bond was entered in to wit,

" Know all men by these presents that we Hugh L Pentecost of the County of Posey and State of Indiana, William Pickering, David Thomson, John W Stevenson, William Schofield, Charles Schofield, Thomas Bruster and Levin Wilson of the County of Edwards and State of Illinois, are held and firmly bound unto John H Maghee of the County of Vanderburgh and State of Indiana in the penal sum of Three thousand one hundred and forty seven Dollars and ninety eight cents, good and lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs executors, administrators and assigns, jointly severally and firmly by these presents. Witness our hands and seals this 7th day of October A. D. 1842.

The condition of the above obligation is such that whereas the above bounden Hugh L Pentecost and William Pickering, did on the 9th day of September A. D. 1842 pray for and obtain a writ of Injunction from the Circuit Court of Edwards County State of Illinois restraining and enjoining the above named John H Maghee from proceeding to the collection of a Judgment at Law, obtained by him against the said Hugh L Pentecost and William Pickering in the said Circuit Court on the 14th day of September 1841, for the sum of $1566..74 cents debt and costs until the said Circuit Court should make other order to the contrary and whereas at the September Term of the said Circuit

Court in the year 1842 Dissolved the aforesaid Injunction, from which decision of said Circuit Court the said Hugh L Pentecost and William Pickering prayed for and obtained an appeal to the Supreme Court of the State of Illinois. Now if the said Hugh L Pentecost and William Pickering, shall prosecute their said appeal with effect, or in case of failure therein shall pay or cause to be paid to the said John H Maghee all money and costs due or to be due to him in the said action at law and also all such costs and damages as shall be awarded against the said Hugh L Pentecost and William Pickering in case the said decision of the said Circuit Court, at the September Term 1842 as aforesaid shall be affirmed in the said Supreme Court, then the above obligation to be void, else to remain in full force and virtue.

Attest
Walter L Mayo, Clk.
Circuit Court Edwards
County Illinois.

H. L. Pentecost (Seal)
William Pickering (Seal)
David Thomson (Seal)
Thomas Bruster (Seal)
J. W. Stevenson (Seal)
Charles Schofield (Seal)
William Schofield (Seal)
Levin Wilson (Seal) "

State of Illinois } s s.
Edwards County }

I Walter L Mayo, Clerk of the Circuit Court in and for said County, do certify that the foregoing pages from one to Seventeen inclusive contains a true Copy of the proceedings, in the case of Hugh L Pentecost and William Pickering against John H Maghee and others in the Circuit Court of said County, on the chancery side thereof.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Circuit Court at my Office in Albion, this 24th day of November A. D. 1842

Walter L Mayo, Clk.

Supreme Court of Illinois }

Same v Same

And the said appellants by their attorneys comes and says that there are manifest errors in the record & proceedings of the said cause, & assigns for error:

That the court below erred in dissolving the injunction in said cause; whereas it should have been made perpetual.

Wherefore they pray that the said decree dissolving said injunction may be reversed anulled and wholly for nothing esteemed &c.

Baker & Bledsoe
for appellants

In nulle est erratum
Lincoln for appellee—
Hugh L. Pentecost
et al
vs
John H Maghee
et al
Transcript
Filed 14th Dec. 1842
E Peck
C. S. C.

SUIT OF ALEXANDER VS. FRAZIER, SUPREME COURT OF ILLINOIS, DECEMBER 27, 1842

Abraham Lincoln penned the words, "in nullo est erratum," as his only contribution to this legal paper. The assignment of errors is in the handwriting of Orlando B. Ficklin, and the cover notations were the work of the court clerk. The suit was begun in the lower court with a bill in chancery filed by the Fraziers alleging that they had purchased land from Payne. As it was the land over which the Northern Cross Railroad ran, it had been damaged. The bill asserted that Payne told the Fraziers that he had been awarded a judgment for $150 *for damages, and this would then be turned over to them. Contrary to his promise Payne tried to collect payment of the judgment from M. K. Alexander, commissioner of the board of public works. The bill filed by the Fraziers asked that an injunction issue, restraining Alexander from paying Payne. This injunction issued and was served on Payne in June,* 1839, *and on Alexander in July,* 1839.

In June, 1840 *Alexander filed his answer to the bill of the Fraziers, and declared that before receipt of the notice of injunction, he had paid the sum of* $50.00 *to Payne for damages to the land. Payne made no answer, and the Fraziers made no replication to the answer of Alexander. In September of* 1840, *the lower court, without considering the answer of Alexander, made*

the injunction perpetual, and ordered that the Fraziers recover their costs in the case. Ficklin appeared for the plaintiff in error, Alexander, while Lincoln represented the defendants in error. Ficklin made motion on December 27, 1842 *that the writ of error be made a supersedeas i.e. an order staying proceedings, especially those of a lower court. This motion was allowed on the following day.*

The case was submitted without argument to the court on February 4, 1843. *The court held that the answer of Alexander was a complete defense against the claims of the Fraziers, and reversed the decree of the Vermillion circuit court in favor of the Fraziers. For a complete study of the case, see* 4 *Scammon, pp.* 55-60.

This case is cited as Paine & Alexander vs. Frazier et al in the Illinois reports, but the court clerk cites it as Alexander et al vs. Frazier.

State of Illinois
County of Vermillion } s. s.
of the Circuit Court

I Amos Williams clerk of the Circuit Court in and for said County do hereby certify that the foregoing is truly taken and copied from the record and proceedings of said Court in said cause

In testimony whereof I have hereunto set my hand, and affixed the seal of said Court at my office in Danville, Illinois this 29th day of November, A. D. 1842

Amos Williams, clerk

clerk fees for this Transcript $ 3. 95

State of Illinois—

Supreme Court—

December Term 1842

Samuel Frazier
& Samuel Frazier Jr
ads. vs—
Morgan L. Payne &
M. M. Alexander— } Error to Vermillion

The said Payne & Alexander plaintiffs in error come & say that there is manifest error in the record & proceedings

aforesaid and the said plaintiffs in error assign the following causes of error— towit—

1st The Court below erred in making a decree against the said Alexander

2nd The Court below erred in making the injunction granted in said cause perpetual—

3rd The Court below erred in refusing to take cognizance of the answer of the said Alexander

4th The Court below erred in not deciding in favor of the defendants in the Court below upon the general merits of the case—

5th The Court below erred in entering an absolute & final decree against said Alexander without having first entered an interlocutory decree—The plaintiffs in error therefore pray the Court to reverse the judgment—Ficklin for plaintiffs in error

In nullo est erratum

Lincoln for defts.

M. K. Alexander et al

vs.

Samuel Frazier et al

Transcript

Filed 25th Dec 1842

E Peck

clk.

Recvd $5.00 in advance from Alexander

E. P.

ORDER FOR EXECUTION OF MECHANICS' LIEN, IN THE SUIT OF DRESSER VS. MILES, MENARD CIRCUIT COURT, DECEMBER 29, 1842

(Herndon-Weik Collection)

This order is completely in the handwriting of Lincoln, while the cover notations are by Nathan Dresser, the clerk, and a relative of Henry Dresser, the plaintiff in this case. The mechanic's lien is an order issued for labor or material supplied by the plaintiff, and the damages to be recovered are for such labor or material so supplied. The plaintiff, Henry Dresser, was a contractor in Springfield, and a member of the family which had more than one contact with Lincoln. Strong and Lincoln filed their answer to the defendants upon November 14, 1842, *and*

upon the following day the jury awarded judgment of $348.08 *in favor of Dresser, the client of Strong and Lincoln.*

Henry Dresser
vs
George W. Miles } On Petition to enforce Mechanics lien—

This day came the parties and issue being joined a jury, towit (here insert their names) came, who being elected tried and sworn, on their oaths do say, "We the jury find for the plaintiff, and assess his damages at three hundred and fortyeight dollars and eight cents"

It is therefore ordered by the court that the plaintiff recover of the defendant the sum of three hundred and fortyeight dollars and eight cents together with his costs herein expended, and that he have a special execution directing the sheriff to sell the premises in the Petition described, towit, Lots numbered Eleven and twelve in Block numbered Sixtysix in Taylor's addition to the town of Petersburg in Menard county together with, the dwelling house thereon, or so much as may be necessary and to apply the proceeds of said sale to the discharge of the damages and costs aforesaid—

and thereupon the deft. tenders his bill of Exceptions which is signed sealed and filed and made part of the record— And an appeal to the supreme court is granted the deft. upon his entering into bond with W. G. Spear as security, in the penalty of $600. payable to the pltff. & conditioned as the law directs, within thirty days from oath—

———o———

Henry Dresser
vs
George W Miles } Order to enforce a Mechanic's lien —

The clerk of the Menard circuit court will issue an execution according to the order in such cause—

Decr 29th 1842— Logan & Lincoln p q

Henry Dresser
vs. } order for Excn.
George W. Miles
Filed Dec. 30th
1842
N. Dresser Clk

EXHIBITS IN THE CASE OF CARPENTER VS. WASH AND OTHERS, FILED WITH THE ANSWER OF MALLORY, DECEMBER 31, 1842

(Herndon-Weik Collection)

These exhibits are copies of the originals, and were penned by Lincoln, attorney for the defendant, Mallory. He marked the exhibits with his characteristic (C.) and (D.). The reference to Dr. Jayne is to Dr. Gershom Jayne, an early settler of Springfield and good friend of Lincoln. He was the father of Julia Jayne, close friend of Mary Lincoln. The two young women collaborated in a literary effort that helped to bring on the bloodless duel between Lincoln and Shields. General Ewing, who saw to it that Milton Wash got twenty dollars, was William Lee D. Ewing, one of the outstanding Illinois Democratic politicians. He will be remembered as the United States senator who favored Justin Butterfield over Lincoln for appointment to the office of commissioner of the general land office of the United States. Butterfield, to the chagrin of Lincoln, was the successful applicant for office. Thus the case of Carpenter vs. Wash and others involved not only important matters, but characters of interest in the Lincoln history.

Hillsboro, Apl 12th 1842.

Col: Prentice

Dear Sir:

Our mutual friend, Genl..Ewing wishes to go to Rock River on business and called on me for some money— I had none that would answer his purpose to pay expenses— I informed him that I expected I could get some of you, and if you can let Genl..Ewing have say twenty dollars you will do me a great favour and accomodate him, and you can retain it out of my money that you may collect for me—

Yours & C.
H. Wilton

Wm Prentis Esq
Marshall &c.
Will please pay the within
to Milton H. Wash, and
oblige his friend

April 12th 1842. W. L. D. Ewing
Pay to E. M. Mallory
Milton H, Wash
Col. Prentice
Springfield
(C.)

Springfield, July 2nd 1842

I have $ 20 state Bank paper staked in Doctor Jayne's hands on the Governors election with Wm Butler— I bet on Ford and gave 800 votes There will be due me in case I win it $ 40 and the Doctor will be kind enough to hand it to E.. M. Mallory Esq. and oblige

Milton H. Wash

———o———

The separate answer of Egbert M. Mallory to a Bill in chancery filed in the Sangamon circuit court against him and others by Milton Carpenter—

This Respondent, saving and reserving, all and all manner, exceptions to the manifold errors, inefficiencies, and untruths in said Bill, for answer thereto, or so much thereof as he is advised it is material for him to answer, says that he believes it is true that Milton H. Wash was a clerk in the Treasurer's office, as charged in said Bill; but whether he retained and appropriated to his own use monies, belonging to said office, or to the complainant as Treasurer, Respondent does not know—Respondent believes that said Wash did, on the 31st day of January A. D. 1842, purchase of Philip C. Latham the East half of the North West quarter of Section 32. Township 16 North of Range 5 West of the 3rd Principal meridian and took said Latham's bond obligating said Latham to convey all his rights to said land to said Wash, in case the same should not be redeemed from a tax sale, before the 27th day of July 1842— Respondent, believes that there is a mistake in the discription of the land in this bond, the 2nd Principal Meridian being named in said bond, whereas respondent believes the 3rd was by the parties, intended in lieu thereof— Respondent also believes that said Wash did on the day of March A. D. 1842, purchase of said Latham, the West half of the North West quarter of section 10. Township 15 North of Range Five West of the 3rd Principal Meridian, and in like manner took Latham's bond for a conveyance

of the same, if it should not be redeemed from a tax sale before the sixth day of April 1842— Respondent believes and therefore charges that the price paid by said Wash to said Latham was, for the first named tract, fifteen dollars and two cents, and for the second, seventeen dollars, and two cents & no more making for both, the sum of thirtytwo dollars and four cents— As to where, how, or of whom, said Wash obtained the money with which he purchased said lands, this respondent does not know, nor ever has known—Whether said Wash was afterwards detected in the commission of forgeries, respondent does not know, but he believes, and therefore admits that said Wash has fled from the State—

Respondent believes it is true, and therefore admits, that said Latham has not as yet conveyed said tracts of land according to said bonds— Respondent admits that said Wash did on the 11th day of July A. D. 1842 assign & transfer both of said bonds to respondent, but he denies that it was done for any fraudulent purpose on his part, or that he then knew, or ever since has known, that Wash had purchased the land of Latham with money improperly obtained, from said complainant, or any otherwise howsoever— Said bonds are herewith filed, marked A. & B. as parts of this answer— Respondent never sold a tract of land in Missouri to said Wash nor deed him a[ny for which sa]id Wash did give respondent a no[te to pay] for any land in Missouri or elsewhere— [The said note] was given to respondent by said [Wash] in [co]nsideration of respondents undertaking, [to pay] the ordinary expenses of said Wash's wife an[d] child, and convey them to Texas— Respondent did not urge said Wash to fly from the state to avoid prosecution— Respondent was present when said Wash started to leave the state— Wash did make said note on the same day— and then did direct respondent to take a portion of his personal property, but not all of it— After said Wash left, respondent did receive a letter from him enclosing an auditor's warrant in favour of Sidney Breese for the sum of $5-75 cents, the only auditor's warrant respondent ever received by letter— Respondent did receive three other papers in said letter—Copies of the two first are herewith filed marked (C.) & (D.) as parts hereof— The other was an order drawn by judge Breese requesting the auditor to issue a warrant in favour of one Cooper for the sum of fifty dollars— Respondent has received nothing on these enclosures except $5- 75. cents on the Audi-

tors warrant mentioned, which sum respondent immediately paid over to said Wash's wife— Respondent never received any other letter from said Wash, with any enclosures except, letters enclosed to said Washe's wife,— Said bonds were not enclosed by letter; but were assigned and transferred to the possession of respondent before said Wash left Springfield— Said Wash never sent any instructions in relation to said lands, to respondent by letter— Said Wash did write from cairo, enclosing a letter to his wife, but nothing else—

Respondent has but one of said letters now—the one which contained the enclosures mentioned — As to the consideration respondent gave for said title Bonds, he states that he took them in part discharge of his undertaking to take his wife & child to Texas as aforesaid— At the time they were assigned to respondent, the time of the tax redemption had not expired, as to one of them— Respondent was to have the land, or rather the tax title to the land, at the same price Wash gave for it, or, in case of the redemption, to have the redemption money, and in either case, to apply the amount as a credit on the indebtedness for taking said Washe's wife & child to Texas— Before Respondent took the assignment of said bonds, he did not know of said Washe's indebtedness to the complainant— Respondent did hold Washe's order on Galloway for one hundred & ten dollars, which order Galloway took up & gave his due bill in place of it, which due bill respondent has assigned to David B. Campbell— Respondent held said order, and subsequently, the due bill, security for Washe's indebtedness to him— Respondent states that the note aforesaid which Wash gave him was for the sum of three hundred and fifty dollars, and that he has taken said Washe's wife & child to Texas, and borne their expenses thither, which was the consideration of said note— This Respondent denies all fraud & confederation, as charged in said Bill; and now having fully answered he prays to be hence discharged with his reasonable costs— Logan & Lincoln p. d.

State of Illinois }
Sangamon county } ss.

Egbert M. Mallory the defendant who makes the foregoing answer, being first duly sworn, states on oath that the statements in said answer so far as they are made on his own knowledge are true, and so far as they

are made on the statements of others he believes them to be true—

Sworn to and subscribed before
me this 31st day of December
A. D. 1842)
Calhoun Clerk

M Carpenter
Treasurer &c.

vs } Answer

M H Wash & others

Filed Dec 31
1842
— Calhoun
Clerk

BROWNE PREAMBLE AND RESOLUTIONS ADOPTED BY THE ILLINOIS HOUSE OF REPRESENTATIVES, DECEMBER 31, 1842

It was as attorney for Judge Thomas C. Browne that Lincoln drew the preamble and resolutions which were presented by Orville H. Browning to the House for adoption. The members of the Galena bar had made certain charges against Judge Browne of the Supreme Court, and the House sitting as a committee of the whole gave attention to them on January 3, 1843. *The following day the doorkeepers having expressed much difficulty in obtaining order and quiet, the committee appointed to conduct the trial asked to be discharged. This request was denied, but in the late afternoon of the following day the committee again asked to be discharged from further consideration of the complaint. This second request was granted by the House and the case thus came to an end.*

Whereas, the petition of Charles S. Hempstead, Thomas Drummond, Thompson Campbell, and A. L. Holmes, has been presented to this House, representing that the Hon. Thomas C. Browne, one of the Associate Justices of the Supreme Court of this State, is incompetent to the proper discharge of his office, and praying his removal therefrom:

And Whereas, it is the undeniable right of every American citizen, before being required to answer any charge affecting his

life, liberty, reputation, livelihood or property, to be specifically notified of the fact or facts intended to be proved against him, in order that he may be prepared to explain, excuse or disprove the same; therefore,

Resolved, that the said petitioners be required to set down in writing, and file with the Clerk of this House, at or before noon on Monday next, all the decisions, judicial acts, omissions and other main facts, which they intend attempting to prove against said Browne, on the investigation of their said charge against him; and that said Browne be furnished with a copy of said specifications, immediately on their filing.

Resolved, that said petitioners, or any one of them, be furnished with a copy of this preamble and resolutions forthwith.

CHAPTER V

LINCOLN IN THE YEAR 1843

SURVEY OF PERIOD

The year 1843 *brought to Abraham Lincoln added skill and repute as a lawyer; enhanced influence as a political leader intent upon his own advancement; the unaccustomed but not unwelcome duties of husband and father, and through his wife a new and arresting sense of the inherent evils of slavery,—an awareness kept alive and strengthened by the uncompromising abolitionism of William H. Herndon, who late in* 1844 *became the junior partner in the law firm of Lincoln & Herndon. The Lincolns soon after their marriage became subscribers to and readers of the Observer and Reporter, a semi-weekly journal published in the wife's home town of Lexington, Kentucky. "The politics of the Observer," writes William H. Townsend, "suited the Lincolns exactly. It was . . . a staunch supporter of Henry Clay . . . and Lincoln now had an opportunity to follow the most minute activities of the great Whig leader . . . Mary was fond of reading aloud, and many were the evenings she read aloud the stirring events in the 'home' paper while Lincoln listened soberly, his chair tipped back against the chimney jamb in the living-room; his feet encased in huge black velvet carpet slippers on the vamps of which Mary had painstakingly embroidered the initials 'A. L.'" —slippers that are now in the Lincoln collection of Oliver R. Barrett of Chicago. (See "Lincoln and His Wife's Home" by William H. Townsend, Indianapolis,* 1929, *Pp.* 88-90).

Thus it was that late in May, 1843, *with instant approval of the outcome, the Lincolns read in the Observer and Reporter of the sale at a Lexington auction of the slave girl Eliza, and her purchase by Calvin Fairbank, a young minister supplied with funds for the purpose by Nicholas Longworth, Salmon P. Chase and other wealthy residents of Cincinnati. Reared as a house-servant in a home of wealth and culture where she had acquired grace and education Eliza a beautiful girl only one sixty-fourth African—white yet a slave, the daughter of her master, was about to be sold by his creditors to the highest bidder. Pending sale she had been confined in a slave-pen amid unseemly and unfamiliar surroundings, and now with fear and trembling faced a*

fate awaited by hundreds of curious and sympathetic spectators. When the auctioneer called for offers several bid for the girl. The bidding started at $250 *and rose rapidly to* $1000, *but when* $1200 *was reached only two bidders remained in the field—young Fairbank and a squat, bull-necked slave dealer from New Orleans.*

"How far are you going?" demanded the dealer.

"Higher than you," was the reply.

Then the bidding went on until the dealer made a final, hesitating offer of $1480, *which Fairbank topped with a bid of* $1485; *and an instant later the hammer of the auctioneer fell. "You have got her damned cheap," said that worthy to Fairbank, "What are you going to do with her?" "Free her," was the quiet answer, and this purpose was fulfilled before the day's end. Later Eliza found a worthy husband in the North and ended her days a happy wife and mother, but of a different sort were the after years of her rescuer. Born in Wyoming County, New York, in* 1816, *Fairbank, while a student at Oberlin, preparing for the ministry, became a devoted and persistent aider of slaves. Sent down the Ohio river by his father in charge of a raft of lumber, a little way below Wheeling he helped his first bondman to freedom—a man of color on the way to fell trees for his master. Thereafter Fairbank guided forty-six other slaves to freedom, and never suffered any of them to be recaptured.*

But his own lot was a less fortunate one. In 1844 *he helped Louis Hayden and his family to escape from Lexington to Ohio. When he and his assistant, a young woman of daring and spirit, returned to Lexington, they were arrested, and indicted for aiding the Hayden family. The young woman, Delia Webster, received a two-year sentence in the penitentiary at Frankfort. Fairbank, pleading guilty, was sentenced to fifteen years in the same prison. John J. Crittenden, then governor of Kentucky, pardoned him in August,* 1849, *but, release from prison assured, Fairbank promptly resumed the freeing of slaves. He was again arrested at the end of two years, this time in Indiana, and tried at Louisville, receiving a second term of fifteen years. First and last he spent seventeen years and four months in prison, and during his second term received at the hands of prison officials* 35,000 *stripes for alleged breaches of discipline.*

Fairbank remained in prison until the early weeks of 1864, *when Richard T. Jacob, a strong anti-slavery man, became acting governor of Kentucky. This change was mainly due to the advice of General James B. Fry who had been sent to Kentucky to enroll*

the negroes of the state in the Union army. Abraham Lincoln had kept Fairbank in mind through the years, and before Fry left Washington for Kentucky the latter was given proof of that fact. Thus on Jacob's first day in office Fry said to him: "The President thinks it would be well to make this Fairbank's Day." The acting governor promptly and heartily agreed with this suggestion. The following day Fairbank received a full and free pardon, and crossed the river to Ohio where his promised wife had long awaited his release. He once told the writer that when he stood on the Ohio shore he kneeled and kissed the ground—beyond doubt one of the heroes of the anti-slavery movement and of the Underground Railroad.

Three years before the sale and freeing of the slave girl Eliza the Observer and Reporter chronicled another dramatic incident which perhaps first brought to the attention of Abraham Lincoln the name of a man who in 1860 *was to have an effective part in his election to the Presidency. Born in* 1810, *the son of a wealthy slave owner and a cousin of Henry Clay, Cassius Marcellus Clay when a student at Yale listened to a speech by William Lloyd Garrison championing the anti-slavery cause. The arguments of the editor of the Liberator so impressed young Clay that he at once became a foe of the system under which he had grown to manhood, and returning to Kentucky to continue the study of law he became at the same time an ardent advocate of gradual emancipation by legal means. Prior to* 1840 *he served three terms in the Kentucky Legislature, and in the year named vainly sought to secure for Henry Clay the Whig nomination for President. About this time Clay also fought a duel with the younger Robert Wickliffe and when the latter sought election to Congress as a pro-slavery candidate took the stump in opposition to his election. To silence Clay, Wickliffe and his friends imported Samuel M. Brown, a New Orleans desperado of powerful physique, who it was reported had had "forty fights and never lost a battle."*

When on August 1, 1840 *Wickliffe spoke at Russell's Cave, a few miles from Lexington, his opening statements were challenged by Clay, whereupon the newcomer, Brown, felled the interrupter with a heavy cane. Regaining his feet Clay drew a bowie-knife, and rushed upon Brown who with leveled pistol waited his approach. When Clay was within a yard of him Brown took aim and fired at his heart. Before there was time for a second shot Clay, with his bowie-knife, laid Brown's skull open to the brain, cut off an ear and dug out an eye. An instant later the hero of*

"forty fights" was thrown over a wall. The bout thus ended, friends of Clay stripped the latter to the waist in search of wounds, but found to their amazed surprise that the scabbard of Clay's bowie-knife had deflected the ball from Brown's pistol, leaving a red spot over Clay's heart as the only evidence of injury.

Defended by Henry Clay, Cassius Clay was arraigned at the next term of the Fayette circuit court for assaulting Brown with intent to kill and no doubt Springfield subscribers to the Observer and Reporter read with absorbed interest its accounts of the trial. Robert S. Todd, Mrs. Lincoln's father, was one of the witnesses for the defense; the jury after an hour's deliberation brought in a verdict of not guilty, and the foes of slavery "had won their first victory in Kentucky." Continuing his fight against human bondage, Clay in 1845 *founded at Lexington the short-lived True American, the first journal to war against slavery in the South and as uncompromising in its demands as Garrison's Liberator. He turned from its editorship to serve as a captain in the war with Mexico, and on his return from that conflict worked in* 1848 *for Taylor's nomination and election as President.*

Soon, however, the anti-slavery cause again enlisted Clay's energy and efforts. He supported the Free Soil party in 1852, *and four years later became a leader of the Republican party and its candidate for federal senator in Kentucky. While campaigning in the North for Fremont he met Lincoln for the first time and became his friend and admirer. In* 1860 *Clay favored the candidacy in turn of Chase and Lincoln, and campaigned for the latter in Indiana and Illinois, thus strengthening a fateful friendship. Clay hoped for a place in the cabinet of the first Republican President, but instead in May,* 1861, *he was appointed minister to Russia, a post which, except for a brief interval, he filled until* 1869, *among other things clearing the way for the cession of Alaska to the United States, perhaps his most enduring claim to remembrance.*

It was in the opening days of 1843 *that Abraham Lincoln had an opportunity to study at first-hand the personality of another and very different man—Joseph Smith, the Mormon leader. The last day of* 1842 *Smith and a group of his followers coming from Nauvoo arrived in Springfield. He had been arrested on a warrant issued by Governor Ford of Illinois as a preliminary to a formal test of the legality of a request from the governor of Missouri for his extradition to that state to answer a charge of attempted murder. On January* 2, 1843, *Smith was given a hear-*

ing before Judge Pope in the United States district court; after lengthy arguments of the question at issue the judge held the writ of the Missouri governor invalid, and, discharged from custody, the Mormon leader went back to Nauvoo and the last months of a stormy career. It was no doubt noted by Lincoln that Smith's Springfield host was Judge James Adams, who a few months before, as deputy grandmaster of the Illinois Grand Lodge of Masons, had set up a lodge of that order in Nauvoo, a lodge of which Smith and his principal followers became charter members. Nor could Lincoln have failed to also take careful note of the fact that, a few months later, Adams was baptized and received into the Mormon church.

Another journal read by the Lincolns during the period under discussion was the weekly edition of the New York Tribune, and in its columns in February, 1843, *the husband came upon and soberly measured the quality of a lecture recently delivered by Ralph Waldo Emerson, then coming into notice as a provocative and original thinker. The memory of this essay remained with Lincoln through the years and when in January,* 1862, *Charles Sumner conducted Emerson to the White House and introduced him to the President, the latter recalled how, nearly a score of years before, he had been impressed by its purport and unusual point of view. Later Emerson wrote out a characteristic account of his meeting and talk with the President, and the student will find it in the Atlantic Monthly for July,* 1904.

It was also in 1843 *that Attorny Lincoln read and was profoundly impressed by portions of a speech delivered by Henry Clay to his Kentucky neighbors at Lexington. Clay spent the winter of* 1842-43 *in New Orleans. Returning home in the spring he found that in his absence he had been savagely attacked by his political enemies, the Wickliffes and Tom Marshall among them, and promptly gave notice that he would address his fellow citizens of Fayette county on the first day of the ensuing court. An attentive throng assembled to listen to him at the time appointed, and they were rewarded by one of a great orator's most stirring efforts. "The curs of party," he declared in closing, "have been long barking at my heels, and the bloodhounds of personal malignity are springing at my throat, but I scorn and defy them now, as I ever did." A listener who was also a devoted admirer of the orator declared in after years: "When Mr. Clay thundered these words he raised himself to his utmost height, and his flashing eye looked defiance to all within his reach. He was at that moment*

just elevn and a half feet high. I measured him accurately with my eye."

On August 1, 1843, *a son was born to the Lincolns at the Globe Tavern in Springfield. The father had planned to name the newcomer for his friend Joshua Fry Speed, but in due course the wishes of the infant's mother prevailed and he was named after her father Robert Todd. Soon after the birth of Robert the Lincolns left the Globe Tavern and moved into a one-story frame house at* 214 *South Fourth Street. Here they remained until May,* 1844, *when they bought and moved into a house at the northeast corner of Jackson and Eighth Streets. In these two houses Robert Lincoln passed his boyhood and youth. He grew with the years into a man of character and parts, but both physically and mentally he had little in common with his father. One day in old age Lyman Trumbull was chatting with a visitor about Lincoln, and the name of the latter's son Robert came into the conversation. "Nothing of Lincoln about him," declared Trumbull with emphasis. "Todd, pure Todd." And there is little doubt that now and again Robert Lincoln, ever reverent of his father's fame and memory, was also a good hater—if occasion appeared to demand it. When the life of Abraham Lincoln sponsored by Ward Hill Lamon came from the press, Robert Lincoln, advised by friends, refused to read the book, but, made aware of its tenor by newspaper references, he resolutely barred its author's way to much desired federal office, while for like reasons his attitude toward his father's longtime partner Herndon was until his life's end one of mingled anger and contempt.*

Finally, the year 1843 *was for Lincoln one of regular and increasing income and of attendant financial ease. This was mainly the result of his partnership with Stephen T. Logan. "I never felt my independence or the real good of it," he declared in an after time, "until my association with Judge Logan, when our fees came in as regularly as the business progressed. He was a sound-headed man, under whose management everything was done with regularity and dispatch. In my careless way of getting into business I needed such help, and could not have succeeded without it. His methods and training were of incalculable and lasting benefit to me, and I can not too strongly impress the necessity of such habits on young men." Thus Lincoln to one of his future biographers, who adds this comment: "Logan's association with Lincoln strengthened him in every moral purpose, for in addition to the regular methods of conducting business,*

studious, orderly habits prevailed, and the idleness and dissipation that ran in so many law offices were never thought of or permitted." (See Robert H. Browne, Abraham Lincoln and the Men of His Time, Chicago, 1907, Volume 1, Pages 274 and 286.)

DECLARATION OF PLAINTIFF IN THE SUIT OF WATSON & LLOYD VS. TROXTEL ET AL, DRAWN BY LINCOLN, DE WITT CIRCUIT COURT, 1843

(Herndon-Weik Collection)

This suit in which Lincoln appeared for the plaintiffs Watson and Lloyd, had an extended history in the DeWitt circuit court, which came to an end on September 25, 1845 when the defendant defaulted and the court awarded Lincoln's clients $95.00 plus $25.94 damages. The year 1843 marked the beginning of the great migration to Oregon which was in turn to assure territorial status and then statehood to that region. Six years later Lincoln, at his wife's behest, was to decline the governorship of Oregon Territory and in 1860 the electoral vote of the State of Oregon was to contribute to his election as President.

To the Honorable, the judge of the DeWitt county circuit court in chancery sitting—

Humbly complaining shew unto your Honor, your Orators Sanford Watson and Rhodes Lloyd, that on the 10th day of August 1842, one Harrison Watson executed the instrument herewith filed marked (A) and prayed to be taken as part hereof—that a short while afterwards, to wit in October of the same year, the said Harrison Watson departed this life, and afterwards your orators were duly appointed his administrators in Logan county, and remain such at this time—that some time after they became such administrators, the said Frederick S. Troxtel, and Peter S. Troxtel transferred their equitable interest in the contract, evidenced by said instrument, in writing to one John A. Paine; and that the said Paine has partly paid to your orators the money due on the note in the instrument mentioned, and has fully secured to their entire satisfaction, the remainder; so that the said old note is fully discharged—

They therefore ask that Frederick S. Troxtel, Peter S. Troxtel, and John A. Paine, be made defendants hereto, and that your Honor will decree that your orators convey the lands in the instrument in writing described to the said John A. Paine,

and your Honor will make such further order, as may be proper in the premises, and as in duty bound &c.

Lincoln for complainants—

LETTER OF LINCOLN TO JOSHUA FRY SPEED, SPRINGFIELD, JANUARY 8, 1843

(Herndon-Weik Collection)

Upon Saturday, November 26, 1842, *Logan & Lincoln obtained a judgment of* $1155. *in the case Peter Van Bergen had brought against Walters. This was the same Van Bergen who had once levied upon Abraham Lincoln's surveying instruments to collect a debt owing to him. The Judge Browne was Thomas C. Browne for whom Lincoln had acted as attorney in a recent case praying for his removal from the bench. James Speed served as attorney general under Lincoln and Andrew Johnson from* 1864 *to* 1866. *In the week during which Lincoln addressed this letter to Speed a group of friendly Whigs in Washington gave a dinner to Daniel Webster welcoming his return to full fellowship in that party, and in the House a resolution offered by John Minor Botts of Virginia providing for the impeachment of President Tyler was rejected by that body. And on January* 11*th occurred the death of Francis Scott Key, author of The Star Spangled Banner.*

Springfield Ills Jany ~~8~~ 18-/1843

Dear Speed

It has been a long time since I wrote you last, but you have not been forgotten nevertheless. Hurst called on me yesterday and, as he said, by your direction paid me $72. state bank paper $42 Shawneetown paper, and $ 2.59 cents silver What shall I do with it. The Nesbitts have let the time of redemption run out on the land you bought, on their execution so that the land falls to you and the cost is to be paid to the officers somehow. Van Bergen placed his debt on Walters in our hands to collect and pay you. We foreclosed on Walters house and lots and sold them and bought them in your name. This sale owing to the peculiarity of the case was made without valuation or redemption so that the property is now yours absolutely. But we suppose that you would still prefer the money, and that Walters (as he is reelected public printer) will wish to redeem it. We therefore suggest the propriety of your signing the blank document at the end of this

sheet authorizing Col Elkin to deed the property to Walters in case he will redeem it. there will be the cost to pay in that case too, as it was sold for about $1200 the amount of Vans debt, but although you are the ostensible purchaser, we have a secret contract with Van, that he is purchaser for so much of the money as is over and above that will pay you

I have just called on Judge Browne and find that he will pay nothing but creditors warrants, which of course I cannot receive. I wish you would direct me to bring suit against him at once---

Your brother James sent us a note on Bell & Boice which you had assigned to your brother William---Ask James to write me whether we shall sue Boice, now that Bell is dead. Mary is very well and continues her old sentiments of friendship for you. How the marriage life goes with us I will tell you when I see you here---which I hope will be very soon---

Ever Your friend
A. Lincoln

SUIT OF SCHLENCKER ET AL VS. RISLEY, SUPREME COURT OF ILLINOIS JANUARY 16, 1843

This suit in which Lincoln made the argument for the appellee was an action of trespass for false imprisonment, appealed from Wabash county. Orlando B. Ficklin appeared for the appellants. The judgment of the trial court was affirmed on January 27, 1843. *The decision in this case has been cited by the Supreme Courts of Iowa, Alabama, Michigan, Connecticut, Mississippi, California and in the courts of New York.*

LETTER OF REQUEST TO THE ILLINOIS HOUSE OF REPRESENTATIVES, JANUARY 23, 1843

(Lincoln National Life Foundation Photostat)

This letter of request to the members of the Illinois House appears to be the work of Josiah Lamborn, able attorney of Jacksonville, and a leading Democratic politician. The handwriting in the letter and that in the legal papers drawn by Lamborn are very similar. Lamborn signed the names of the three members of the committee, and the request is in his hand. The Jacksonville lawyer was not careful in writing documents and letters, and were the placement of date dependent upon the reading of the Lamborn hand, the request might be dated as of 1843 *or* 1845. *J. Doug-*

herty, who joined in the request with Lamborn and Lincoln, was John Dougherty of Jonesboro, Illinois. The language of the letter does not offer evidence that it was composed in part by Abraham Lincoln, but as he was a member of the committee, it is possible that he aided in the wording of the request, which has special interest because of the connection of Abraham Lincoln with the temperance movement. For his speech before the Washington Society of Springfield, see Nicolay and Hay, Complete Works, I, 193-209. *There are several treatments of his attitude toward the Illinois temperance movement, and one of the better discussions of the matter will be found in Townsend, William H.,* Lincoln and Liquor (*New York,* 1934.)

Springfield 25th Jan. 1843

To the Honorable
The House of Representatives

At a very large and respectable meeting of ladies and gentlemen, held in this City on yesterday evening, it was resolved that the undersigned be appointed a committee to request of your Honorable body that Mr. Fairchild be permitted to deliver an address on Temperance this evening and also on Monday evening next in Representatives Hall. Mr. Fairchild is a talented and eloquent young gentleman, eminently qualified to advance the cause of virtue and temperance & to promote the best interest of society---By permitting your Hall thus to be used your Honorable body will confer a great favor on the whole community---

Most respectfully,

Yours &c, J. Lamborn
A. Lincoln
J. Dougherty
Committee
&c.

ABSTRACT IN THE SUIT OF GREATHOUSE & CHESTNUT VS. SMITH, SUPREME COURT OF ILLINOIS, JANUARY 23, 1843

(Herndon-Weik Collection)

Although Lincoln penned no part of this abstract, it is included as a partial history of the case in which he acted for the appellee. The appellants were ordered upon December 16, 1842 *to file abstracts by December* 19*th of the same year, but the*

records reveal that they were slightly behind the date decreed by the court. In the hearing of this case before the Supreme Court of Illinois, Lincoln appeared alone for the appellee, David A. Smith, while Murray McConnell and Mason Brayman appeared for the appellants. McConnell was an able young attorney of Jacksonville, while Brayman was then an outstanding practitioner before the Sangamon circuit court. He was a friend of Lincoln, and frequently associated with him as counsel, especially in cases for the Illinois Central Railroad. The most noted case in which Brayman and Lincoln acted together was that of the Illinois Central Railroad vs. the County of McLean—a suit for which Lincoln received a fee of $5,000. *As will be seen from this document, the case involved an action of debt, in which the lower court had granted judgments in favor of the then plaintiff, David Smith. It was submitted without argument to the court on February* 15, 1843, *with Lincoln appearing for the appellee, and Brayman for the appellant. Lincoln may be said to have won a victory, if such there be in law, for on February* 18, 1843 *the highest court of Illinois sustained the decision of the lower court.*

John S. Greathouse & John A. Chestnut--- vs David A. Smith Appellee	Applts.	Sup. Court Appeal from Macoupin

On the first day of Oct 1841, appellee obtained Judgt. in the Macoupin Circuit Court against appellants for $852.06 debt and damages and $4.25, costs, on a cause of action accruing previous to May 1, 1841, consequently subject to the provisions of the Valuation law, which took Effect on that day. This Judgt. was by confession, with stipulation for Stay of execution until the succeeding term of said Court. No execution however was issued, but at the June term 9th June 1842, appellee *sued in debt* on said Judgt. At the September Term 1842, (Sept. 27) Applts. filed Genl. Demurrer; also Special Counts to same, viz:---

1st It appears that a Judgt. of this Court was rendered at and before the Commencement of this Suit, for the Same Sum of money in this demand, in full force and ready to be executed.

2nd Said suit is unnecessary and vexatious, and only instituted to avoid the force and effect of an act of the State of

Illinois, regulating the Sale of Property, passed on the 27th day of February 1841.

Appellee Joined in Demurrer.

Sept. 29.--- Same term, the Court overruled the Demurrer, and rendered Judgt. for $856.31. debt, & $5.16 interest & costs.

Such is the nature of the Judgt. appealed from.

Authorities--- Law of 1840—1. p. 172.— 1 Cowper 72-3-4-5. Tidd's Practice 151.

McConnell & Brayman
for Applts.

J. S. Greathouse et al.
vs.
D. A. Smith
Abstract
Filed 23rd Jany 1843
E Peck
CSC

SUIT OF MASON VS. PARK, SUPREME COURT OF ILLINOIS, JANUARY 24, 1843

This action was an appeal from Richland county in which Ficklin argued for the plaintiff and Lincoln for the defendant. On February 11 *the case was remanded to the circuit court with costs against the appellee. The evening of the day in which this case was argued Lincoln attended and took part in a meeting of Springfield citizens interested in the cause of temperance.*

SUIT OF RIDER VS. STEPHENSON, SUPREME COURT OF ILLINOIS, JANUARY 26, 1843

This was an appeal from Madison county, in which Lincoln appeared for the defendant. The motion to dismiss the appeal because of insufficiency of the bond was allowed by the court on January 27.

SUIT OF FITCH ET AL VS. PRITCHARD ET AL, SUPREME COURT OF ILLINOIS, JANUARY 27, 1843

This was an action of rejectment appealed from Madison county. Lincoln and J. W. Chickering appeared for the defendants in error. Arguments were continued on January 28, 30 *and*

31*st. They were concluded on February* 1*st and on February* 9*th the judgment of the lower court was affirmed. During the week in which Lincoln was engaged with this case, William McKinley was born at Niles, Ohio and William Lloyd Garrison again claimed attention by declaring for the annulment of the Constitution in a meeting of unbending abolitionists.*

SUIT OF HOLDRIDGE VS. BAILEY, SUPREME COURT OF ILLINOIS, FEBRUARY 3, 1843

This was an appeal from La Salle county which was argued by Lincoln for the plaintiff and by Onslow Peters for the defendant. The Supreme Court on February 24 *reversed the judgment of the trial court, and three days later denied a motion by J. Young Scammon for a rehearing.*

PETITION DRAWN BY LINCOLN IN THE SUIT OF WALLACE VS. FRANCIS & SANFORD SANGAMON CIRCUIT COURT, FEBRUARY 7, 1843

This petition and the quoted note are from the pen of Lincoln, with one exception. After the final "Fausett, Kelly & Co" of the assignment, Lincoln wrote, "by which assignment," but these words have been crossed out, and Judge Logan appears to have shortened the phrase to the one word, "whereby." There were other changes in the document, for in the heading, Lincoln wrote "S.S" after Illinois, but crossed it out, substituting "Sct" after "Sangamon circuit." .This last phrase had been written originally as "Sangamon county," but was changed to the "Sangamon circuit" which appears in no other legal document of 1837-1850 *in the Herndon-Weik Collection. Lincoln wrote the words, "Pay to William S. Wallace" on a cover, which was signed by Fausett, Kelly & Co. He wrote also the case citation on the cover notations, but the other notations are by Clerk Calhoun. Lincoln was handling family business in this case for the plaintiff was Dr. William S. Wallace, who married Frances Todd, sister of Mary Todd, on May* 21, 1839. *Isaac Diller, son of Lincoln's friend, R. W. Diller, once stated that Wallace was the Diller family physician, and he felt that he was the Lincoln family doctor, but evidence of such fact is not conclusive. The only record in this case is found in the verso notation revealing the fact that it was dismissed at the March,* 1843 *term of the court. Lincoln thus lost a case for a family client. Four days*

before Lincoln, appeared in the case of Wallace vs. Francis & Sanford the bill of Senator Linn creating the Territory of Oregon was passed by the Senate at Washington to meet with defeat in the House—a defeat which merely acted as a stay in the march of Oregon to statehood.

State of Illinois } Sct
Sangamon circuit }

William S Wallace plaintiff, states that he holds a note on the defendants Charles B. Francis and Ira Sanford in substance as followeth

"$166 48/100 Springfd Ill 3d Decr 1842—

Sixty days after date we promise to pay to the order of Faussett, Kelly & Co one hundred and sixtysix Dollars 48/100 lawful money of the United States with interest at the rate of 6 pct p annum; without defalcation for value received— Francis & Sanford"

On which note is the following assignment—

"Pay to William S Wallace
Faussett, Kelly & Co"

whereby the plaintiff hath become proprietor thereof of which the defendants have had due notice— Yet the same debt remains unpaid wherefore the said plaintiff prays judgment for his debt, and damages for the detention thereof together with his costs—

Logan & Lincoln p. q.

"Springfd Ill 3d Decr 1842.

$166 48/100

Sixty days after date we promise to pay to the order of Faussett, Kelly & Co One hundred & Sixty Six Dollars 48/100 lawful money of the United States with Interest at the rate of 6 p ct p annum; without defalcation for value received

Francis & Sanford"

Debt. 166.48 Dam. 3.04 . — $169.52

Pay to William S. Wallace
Faussett, Kelly &Co

Wm. S Wallace
vs } Petition
Francis & Sanford

Filed Febry 7. 1843.
J Calhoun
Clerk.
Disd March Term 1843

SUIT OF EDWARDS VS. HELM, SUPREME COURT OF ILLINOIS, FEBRUARY 8, 1843

This was a suit to foreclose a mortgage brought from Madison county. The arguments of the attorney for plaintiff and defendant occupied the attention of the court from February 8 *to February* 11. *On the day last named the cause was submitted to the court which on February* 27 *reversed the decree of the lower court and remanded the suit for re-trial. This suit has been cited by the Supreme Court of Michigan. In the opening days of February,* 1843 *the presidential campaign of* 1844 *was already taking shape. Among the predictions that found their way into print was one from Duff Green forcasting the nomination of Calhoun, but Green, as was often the case with him, proved a false prophet.*

BILL AND AFFIDAVIT DRAWN BY LINCOLN IN THE CHANCERY SUIT OF MAY VS. GREEN AND LOOSE, SANGAMON CIRCUIT COURT, FEBRUARY 10 and 11, 1843

With a few exceptions, this bill in chancery was drawn by Lincoln. The cover notations were penned by the clerk. In the phrase, "William L. May that on the fourteenth day of August in the year of our Lord one thousand, eight hundred and thirty five," the hand of another than Lincoln wrote the words, fourteenth, August, and thirty five." Again, in the clause, "Your orator futher states that on the sixteenth day of September in the year of our Lord one thousand eight hundred and thirty nine," the words, "sixteenth, September, and thirty nine." were not penned by Lincoln. In the clause, "which copy with a letter from the Surveyor General, & Dated October (?) is herewith filed marked (C) *and prayed to be taken as a part of this Bill—," the words, "with a letter from the Surveyor General, & Dated October? is," are from another hand than that of Lincoln. The document is badly blotted after the word, "October," and the date cannot be seen. Finally, in the phrase, "after the purchase of said land by said Sams as aforesaid, and on the twenty fourth*

day of September in the year of our Lord one thousand eight hundred and thirty eight, one Lynn M. Green, " the words, "twenty fourth, September, and thirty eight, were not penned by Lincoln.

The characteristic, "It's" for "its" will be noted as in other documents, but error in the spelling of "Sams" as "sams" is found infrequently, if ever, in the legal papers of Lincoln. At times he is inconsistent, and a comma is found after the words, "one thousand," in such phrases as "one thousand, eight hundred and thirty eight," where it is omitted in other cases. At times, he set the word, "Lord" in the phrase "year of our Lord" apart from the other words, while at other times he gave no extra spacing to the word. The use of extra spacing for clarity of context is noticeable in this bill in chancery. Although Lincoln used apostrophes on most occasions where necessary, he overlooked one in the word "orator" in the clause, "give your orator great annoyance, and throw suspicion on your orators title to said land." William L. May will be remembered as the father-in-law of Henry B. Truett, whom Lincoln defended against an indictment for murder. May was a Springfield lawyer, and had a heated debate with Lincoln at Peoria, Illinois, on about October 16, 1844. *He debated issues with Lincoln on other occasions than that of the Peoria debate. Lynn M. Greene, one of the defendants in this case, was a brother of William G. Greene, New Salem friend of Lincoln, and his fellow clerk in the Offutt store. Logan & Lincoln appeared for May on April* 5, 1843, *at which time the case was continued. It was continued again on September* 9, 1843, *upon the motion of Logan & Lincoln. The defendants defaulted on April* 4, 1844, *and the court ordered the patent issued to Greene and Loose to be declared null and void. Logan & Lincoln both appeared for May, at the final hearing of the case.*

The affidavit here reproduced was drawn by Lincoln, and signed by his client, May. The attest to the swearing of the affidavit was penned by Justice of the Peace William B. Parker. It is to be noted that the day after Lincoln presented the bill in the suit of May vs. Greene and Loose, former President Jackson publicly urged the annexation of Texas, a development which in the following year was to have much to do with the defeat of Henry Clay for the Presidency and the nomination and election of James K. Polk as President. It was also in the middle days of February that the Whig congressional caucus set May 3, 1844

as the date of the national convention which was to nominate Clay.

To the Honorable the Judge of the Tazewell circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator William L May that on the fourteenth day of August in the year of our Lord one thousand, eight hundred and thirty five, one Alfred Sams purchased of the United States of America, at their Land Office in Springfield, Illinois, the West half of the South East fractional quarter of Section Twentynine in Township Twentysix North of Range Four West of the Third Principal Meridian in the District of Lands subject to sale at Springfield, Illinois, containing Eightyone acres and one hundredth of an acre, and which land is situated in the said county of Tazewell; that some time afterwards said Sams sold and assigned said land to your orator and one Philip C. Latham, and on the seventh day of November in the year of our Lord one thousand eight hundred and thirty seven the said United States issued a Patent for said land to your orator and said Latham as the assignees of said Sams; a copy of which Patent is herewith filed marked (A.) and prayed to be taken as part of this Bill, and the original of which will in due time be produced before your Honor—Your orator futher states than on the sixteenth day of September in the year of our Lord one thousand eight hundred and thirty nine said Latham sold and conveyed his interests in said land to your orator by deed, which deed is herewith filed, marked (B.) and prayed to be taken as part of this Bill—Your orator also states that said tract of land so Patented sold to said Sams and patented to your orator and Latham is bounded on its entire Northern end or part by the Illinois River leaving no land between it and said River, which will fully appear by reference to a copy of the Plat of said Section Twentynine, taken from the original Plat in the Surveyor General's office in St. Louis Missouri, and duly certified by the Surveyor General—which copy with a letter from the Surveyor General aforesaid, & Dated October [?] is herewith filed marked (C) and prayed to be taken as part of this Bill—Your orator also states that the said land so purchased by said Sams and patented to your orator and Latham, includes a valuable ferry-landing on the opposite side of said Illinois River from the town of Peoria from and to which landing your orator is now running a ferry; and of which tract of

land including said landing, your orator now has, and for a long time has had, the entire possession—

Your orator further states that after the purchase of said land by said Sams as aforesaid, and on the twenty fourth day of September in the year of our Lord one thousand eight hundred and thirty eight one Lynn M. Green, a clerk in the Register's department of the said Land Office at Springfield, together with one Joseph B. Loose, either for the purpose of fraud, or in ignorance of the true facts, assuming that the land purchased by sams as aforesaid, did not extend to said River but that there was a small fraction between it and the River, including said ferry-landing yet remaining unsold by the United States, made an entry and purchase of said supposed small fraction in their own names, said Green playing the entire part of Register, in making said entry and purchase, and as your orator believes and charges altered the Plat in the Register's office, to make said entry apparently fair and right— Your orator futher states that the United States has since towit on the day of in the year of our Lord one thousand eight hundred, issued a Patent to said Green and Loose for the supposed small fraction purchased by them as aforesaid when in truth and in fact, the land therein attempted to be conveyed to said Green and Loose, had long before been sold to said Sams, and patented to your orator and Latham as aforesaid—Yet so it is, the said Green and Loose keep possession of the Patent so obtained by them, and by claiming the land therein apparently conveyed, and making proposals to sell it, and exhibiting their said Patent as evidence of their title, give your orator great annoyance, and throw suspicion on your orators title to said land and thereby prevent your orator from making any advantageous sale or disposition of the same—all of which is against equity and good conscience—

Your orator therefore prays that said Green and Loose be made defendants to this Bill, that the People's writ of subpoena issue for them, and that they answer on their corporal oaths all and singular the allegations of this Bill, and that on a final hearing of this cause, the Patent issued to said Green and Loose as aforesaid be decreed to be null and void, and that the same be delivered up to be cancelled, and that your Honor will grant such other and further relief as equity may require, and as in duty bound, will ever pray &c— Logan & Lincoln for complainant—

William L. May
vs
Lynn M. Green
Joseph B. Loose
Bill

filed Feby 1oth 1843
S A Jones
Clk

State of Illinois } ss
Tazewell county }

William L. May, the complainant in a suit in chancery in the circuit court of the county aforesaid, wherein Lynn M. Green and Joseph B. Loose, are defendants, being first duly sworn, states on oath that he is informed and verily believes that said Green resides without and is now without the limits of the state of Illinois—

William L May

Subscribed and
Sworn to this 11 day
of February 1843 before
me Wm B Parker J P.

SUIT OF STATE BANK VS. CONDELL ET AL, SUPREME COURT OF ILLINOIS, FEBRUARY 13, 1843

This was an application for injunction argued by Jesse B. Thomas for the plaintiff, and opposed by Lincoln and Bledsoe for the defendants. The court on February 17 *refused to take jurisdiction of the plaintiff's application.*

SUIT OF WATKINS VS. WHITE, SUPREME COURT OF ILLINOIS, FEBRUARY 13, 1843

This was an application of replevin from Sangamon county. It was submitted to the court without argument by Lincoln for the appellant and Edward D. Baker and Alfred T. Bledsoe for the appellee. The judgment of the trial court was reversed on February 25, 1843.

LETTER OF LINCOLN TO ALDEN HULL, FEBRUARY 14, 1843

His four terms in the Illinois Legislature behind him, Lincoln was moved by a desire to become a member of Congress and began labors to give effect to this desire. Among others he enlisted the aid of Alden Hull, a representative Whig of Tazewell county, who had represented that county in the Legislature from 1839 *to* 1841. *The original of this letter is owned by Mrs. W. Halsted Vanderpool. Lincoln, however, failed in his first attempt to secure a seat in Congress for when they met the Whigs of Sangamon county instructed their delegates to the district convention to vote for Edward Dickinson Baker. Lincoln was chosen as a delegate to this convention which left him as he said in a letter to Speed, "a good deal like a fellow who is made a groomsman to a man that has cut him out and is marrying his own dear 'gal'." When the district convention met it gave John J. Hardin of Jacksonville the party nomination.*

Springfield, Feby. 14, 1843

Friend Hull:

Your county and ours are almost sure to be placed in the same congressional district—I would like to be its Representative; still circumstances may happen to prevent my even being a candidate—If, however, there are any Whigs in Tazewell who would as soon I should represent them as any other person, I would be glad they would not cast me aside until they see and hear further what turn things take.

Do not suppose, Esq., that in addressing this letter to you, I assume that you will be for or against all other Whigs; I only mean, that I know you to be my personal friend, a good Whig, and an honorable man, to whom I may, without fear, communicate a fact which I wish my particular friends (if I have any) to know.

There is nothing new here now worth telling.

Your friend as ever,

A. Lincoln.

SUIT OF FRISBY ET AL VS. BALLANCE ET AL, SUPREME COURT OF ILLINOIS, FEBRUARY 16, 1843

This was an ejectment suit involving the title to a tract of land in Peoria county. It was submitted to the court upon writ-

ten arguments, Lincoln appearing as attorney for the plaintiffs and Justin Butterfield for the defendants in error. The Supreme Court took the case under advisement on March 4, *and on January* 2, 1844, *reversed the judgment of the lower court.*

LETTERS OF LINCOLN TO RICHARD S. THOMAS, FEBRUARY 14 AND MARCH 2, 1843

Richard S. Thomas to whom these letters were addressed was an able lawyer of Virginia, Illinois and a close friend of Lincoln. They had served together as Whig members of the Illinois Legislature, and a dozen years later were to join hands in the founding of the Republican party. Thomas answered Lincoln's note of February 14 *on February* 27, *and this reply prompted a letter in which on March* 2 *the Springfield lawyer clearly revealed his plans to be an active candidate for Congress and urged his friend to be one of the delegates from Cass county to the district convention which would select a candidate. Then, as always, Lincoln left no stone unturned to accomplish his political ambitions. These letters to Thomas were first published in Uncollected Letters of Abraham Lincoln brought together by Gilbert A. Tracy, Boston,* 1917.

The opening days of March, 1843, *witnessed other developments filled with meaning for Abraham Lincoln. Congress on March* 3 *repealed the bankrupt act of the previous year which had brought numerous and welcome fees to Logan & Lincoln. On the same day it voted Samuel F. B. Morse modest but needed aid in the construction of the first telegraph line, while a group of anti-slavery Whigs headed by the venerable John Quincy Adams entered an angry protest against the proposed annexation of Texas, soon to become a dominant issue in national politics. Finally March* 4 *saw the end of the last session of the Twenty-seventh Congress, which had brought a rift not to be mended between the Whig leaders and President John Tyler.*

Springfield, Ills., Feb. 14, 1843.

Friend Richard: . . . Now if you should hear any one say that Lincoln don't want to go to Congress, I wish you as a personal friend of mine, would tell him you have reason to believe he is mistaken. The truth is, I would like to go very much. Still, circumstances may happen which may prevent my being a candidate.

If there are any who be my friends in such an enterprise, what I now want is that they shall not throw me away just yet.

Yours as ever,

A. Lincoln

Springfield, March 2, 1843.

Friend Richard: I received yours of the 27th ult., in due course, for which I thank you. The fact mentioned by you that an impression was being made that I did not wish to be a candidate was precisely the reason of my writing you before.

The Bill forming the Districts is now a law, and our District is composed of Putnam, Marshall, Woodford, Tazewell, Logan, Mason, Menard, Cass, Scott, Morgan and Sangamon.

Last night the Whigs of the state, now here, held a meeting and recommended that a convention be held in each District on or before the first Monday of May, to nominate candidates for Congress. By this recommendation your county will have two delegates in our convention. Why might you not be one of those Delegates?

You will see the full length proceedings of the meeting in the *Journal*. The meeting was large, and every resolution passed unanimously; and I do hope the principles and recommendations put forth by them may be responded to with the same unanimity by our friends everywhere.

If they shall be so responded to, we shall yet, and at no very distant day, be of the majority in the State.

Write me again, if it is not too troublesome.

Yours as ever,

A. Lincoln.

SUIT OF GREATHOUSE ET AL VS. SMITH, SUPREME COURT OF ILLINOIS, FEBRUARY 15, 1843

This action of debt from Macoupin county was submitted to the court without argument by Mason Brayman for the appellant and Lincoln for the appellee. On February 18 *the judgment of the trial court was affirmed. This case has been cited by the Supreme Courts of Pennsylvania, Iowa, Nebraska, Nevada and Washington.*

LETTER OF LINCOLN TO JOSHUA FRY SPEED MARCH 24, 1843

The part of the letter here reproduced with the words, "We had a meeting of the Whigs of the county" will be found in Nicolay and Hay, Complete Works, 1:261. *There appears to be no apparent reason for the omission of the first part of the letter, unless the two secretaries considered it uninteresting for readers. The Sangamon county Whig convention to select delegates to the Seventh congressional convention was held March* 20, 1843. *Baker and Lincoln, as already noted, were the leading aspirants for the congressional nomination, and after several ballots, the latter withdrew, a reverse to which he makes characteristic reference in this letter to Speed. His close also indicates that at the moment weighty domestic affairs were of small concern to Lincoln. The day after he wrote Speed, James K. Polk began the campaign for governor of Tennessee which in the following years was to have issue in his nomination and election to the Presidency.*

Springfield March 24, 1843

Dear Speed

Hurst tells me that Lockridge has redeemed the land in your case & paid him the money and that he has written you about it—I now have the pleasure of informing you that Walters has paid me $703.25 in gold for you—There is something still due from him—I think near a hundred dollars—for which I promised him a little additional time. The gold (except the toll) we hold subject to your order—We had a meeting of the Whigs of the county here on last Monday to appoint delegates to a district convention, and Baker beat me and got the delegation instructed to go for him. The meeting in spite of my attempt to decline it appointed me one of the delegates. So that in getting Baker the nomination I shall be "fixed" a good deal like a fellow who is made a groomsman to him that has cut him out and is marrying his own dear "Gal" About the prospect of your having a namesake at our house cant say exactly yet.

A. Lincoln

LETTER OF LINCOLN TO MARTIN L. MORRIS MARCH 26, 1843

(Herndon-Weik Collection)

The context of this revealing letter in the Herndon-Weik

Collection differs from that in Nicolay and Hay as a comparison of the two will reveal. For this, see Nicolay and Hay, Complete Works, I: 262-265. *Beginning with the words, "Hardin or some Morgan candidate," in the Nicolay and Hay version, a definite difference in the two texts will be noted. The editing of the spelling of Lincoln is seen in the text given in Nicolay and Hay, while the original letter reveals misspelling of "happen," "delegation," and other words. The letter proves that Lincoln still retained lively hopes of being the nominee of the Whig congressional convention. Menard county had instructed Morris and G. U. Miles, as its delegates to vote for him as first choice. When the day arrived for voting, Lincoln supported Baker as he had promised to do. John J. Hardin, as elsewhere recorded, was the obvious choice of the convention. Lincoln withdrew the name of Baker, and Hardin was chosen by acclain as the nominee for Congress upon May* 1, 1844. *The selection of Hardin was a great disappointment for Lincoln. The week in which this letter was written John Armstrong, whose public career dated from Revolutionary days, passed to his long account.*

New Orleans La Jany 12th 1867

Friend Herndon—

Enclosed is a copy of Mr. Lincolns old letter which I promised to send you. I meant to do this before now, but I handed the letter to Judge Kellogg—who wished to keep it awhile & I never got it back until a few days ago

Your friend truly
Martin S. Morris

Springfield March 26th 1843.

Friend Morris

Your letter of the 23rd was received on yesterday morning, and for which (instead of an excuse which you thought proper to ask) I tender you my sincere thanks. It is truly gratifying to me to learn that while the people of Sangamon have cast me off, my old friends of Menard who have known me longest and best of any, still retain their confidence in me. It would astonish if not amuse, the older citizens of your County who twelve years ago knew me a strange, friendless, uneducated, pennyless boy, working on a flat boat—at ten dollars per month to learn that I have been put down here as the candidate of pride, wealth and aristocratic family distinction. Yet so chiefly it was. There was

too the strangest combination of church influence against me. Baker is a Campbellite, and therefore as I suppose, with few exceptions got all that church. My wife has some relatives in the Presbyterian and some in the Episcopal Churches, and therefore, wherever it would tell, I was set down as either the one or the other whilst it was every where contended that no Christian ought to go for me, because I belonged to no church, was suspected of being a deist, and had talked about fighting a duel; with all these things Baker of course had nothing to do. Nor do I complain of them—As to his own church going for him, I think that was right enough, and as to the influences I have spoken of in the other. though they were very strong. it would be grossly untrue and unjust to charge that they acted upon them in a body or even very nearly so—I only mean that those influences levied a tax of a considerable per cent upon my strength throughout the religious community.

But enough of this—you say that in choosing a candidate for Congress you have an equal right with Sangamon, and in this you are undoubtedly correct. In agreeing to withdraw if the Whigs of Sangamon should go against me I did not mean that they alone were worth consulting; but that if she with her heavy delegation should be against me, it would be impossible for me to succeed—and therefore I had as well decline. And in relation to Menard having rights. permit me to fully recognize—and to express the opinion that if she and Mason act circumspectly they will in the convention be able so far to enforce these rights as to decide absolutely which candidate shall be successful. Let me show you the reason of this—Hardin or some other Morgan Candidate will get Morgan, Scott. & Cass—(?) Baker has Sangamon already. and he or he and some else not the Morgan man will get Putnam, Marshall, Woodford. Tazewell & Logan—which with Sangamon make 16 Then you & Mason having three, can give the victory to either man—you say you shall instruct your delegate to go for me unless I object—I certainly shall not object, That would be too pleasant a compliment for me to tread in the dust—And besides if any thing should happen (which however is not probable) by which Baker should be thrown out of the fight. I would be at liberty to accept the nomination if I could get it. I do however feel myself bound not to hinder him in any way from getting the nomination—I should dispise myself were I to attempt it—I think it would be proper for your meeting to appoint three delegates, and instruct them to go for some one as first

choice, some one else as second choice, and perhaps some one as *third*—and if in these instructions I were named first choice, it would gratify me very much. If you wish to hold the ballance of power it is important for you to attend too, and secure the vote of Mason also—you should be sure to have men appointed delegates, that you can safely confide in. If yourself & James Short were appointed for your County all would be safe. But whether Jims woman afair a year ago might not be in the way of his appointment is a question, I dont know whether you know it, but I know him to be as honorable a man as there is in the world—you have my permission and even request to show this letter to Short; but to no one else unless it be a very particular friend who you know will not speak of it.

Yours as ever.

A..Lincoln

P. S. Will you write me again?

A L—

BOND, PRAECIPE AND SUMMONS IN THE SUIT OF SPEED VS. BOICE, SANGAMON CIRCUIT COURT, FEBRUARY 18 AND 24, 1843

(Herndon-Weik Collection)

This praecipe and bond were drawn by Lincoln. The verso notations were penned by him, with exception of the date of filing. It will be noted that Lincoln erred in writing, "Decln", on the verso of this document, as it includes only the praecipe and bond. It is possible that the declaration was filed with this document, but it is not included in the Herndon-Weik Collection. The summons in this case was a printed form, which was filled in by the clerk, John Calhoun. Logan & Lincoln appeared for William P. Speed, while Edward D. Baker and Albert T. Bledsoe appeared for Nicholas Boice. On March 23, 1843, *a judgment for* $1056.39 *was rendered in favor of Speed, the client of Logan & Lincoln.*

William P. Speed vs Nicholas Boice surviving partner of the late firm of Bell & Boice.	Trespass on the case upon promises. Damages. $ 1200-00

The clerk of the Sangamon circuit court will issue process

in the above cause directed to the Sheriff of Macoupin county—

Logan & Lincoln p. q.

I do hereby enter myself security for costs in the above entitled cause and acknowledge myself bound to pay or cause to be paid all costs which may accrue in said action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state—Dated this 16th day of Feby A. D. 1843

A.. Lincoln

Speed
vs } Decln
Boice

Filed February 18. 1843
J. Calhoun
clerk

THE PEOPLE OF THE STATE OF ILLINOIS,
TO THE SHERIFF OF MACOUPIN COUNTY—

Greeting:

You are hereby commanded to summon Nicholas Boice Surviving partner of the late firm of Bell & Boice———— to be and appear before the Circuit Court of Sangamon County, on the first day of next term, to be holden at Springfield, on the fourth Monday in month of March next, to answer to William P. Speed in an action of Trespass on the Case upon promises —Damages

$ 1200.00

And have you then there this writ.

(Seal of Sangamon Coun Circuit Court Ills 1818)

WITNESS, J. Calhoun, Clerk of our said Court, at Springfield, this Eighteenth day of February—A. D. 1843

J. Calhoun Clerk.

Wm P. Speed

vs. } Sums

Nicholas Boice
survivor &c

To March term 1843
Filed July 24 1843
J Calhoun clerk
Macoupin County

Executed the within by reading the same to the defendant, Nicholas Boice, on this 21st. day of February A. D. 1843—

Serving Sums	50	B V. Burke Sheriff
Ret writ	13	of Macoupin county—
Mileage .45 mile	2.81	
	$ 3.44	

AFFIDAVIT DRAWN BY LINCOLN IN THE SUIT OF RUDDER VS. RUDDER, SANGAMON CIRCUIT COURT, FEBRUARY 25, 1843

This affidavit is the joint work of Lawyer Lincoln and Clerk Calhoun. Lincoln wrote the affidavit, and Calhoun the attest to the swearing of the document. The verso notations citing the case are from the pen of Lincoln; the date of filing was penned by Calhoun. No docket entries have been made available in this case.

State of Illinois } ss
Sangamon county }

Thomas Rudder who is about to file a Petition in the circuit court of the county aforesaid praying a Divorce from Sarah Rudder being first duly sworn, states on oath that the said Sarah resides without the limits of this state—

his
Thomas Rudder
x
mark

Sworn & subscribed
this 25th day February
A D. 1843
J Calhoun clerk

Rudder
vs } Petition for Divorce
Rudder

Filed February . 25th
1843.
J Calhoun
Clerk

PRAECIPE IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, MARCH TERM 1843

This praecipe was drawn by Lincoln. It is placed as of the March Term, 1843, *as the declaration in the case was filed at that time. In many cases, the declaration and praecipe were filed at the same time.*

Egbert M. Mallory
vs
James M. Maxcy
Milton Carpenter
James Shields

Trespass
Damage $ 500-00—

The clerk of the Sangamon circuit court will issue process in the above entitled cause—

Logan & Lincoln p q.

LETTER OF LINCOLN TO M. D. BROWNING, MARCH 1, 1843

M. D. Browning to whom this letter was addressed was a kinsman of Orville H. Browning and in turn a warm friend of Lincoln who in the spring and summer of 1843, *as already noted, was losing no opportunity to make public the fact that he was an avowed, energetic candidate for Congress. On the day on which this letter was written, the Whigs in the Legislature met in the House of Representatives with William H. Davidson, senator from White county, presiding and, after Lincoln has stated the*

object of the meeting, adopted a series of resolutions favoring a tariff, a national bank, distribution of the proceeds of the sale of public lands and district conventions—the last named a departure to which the Whigs were finally yielding reluctant consent.

Three days later a committee of three headed by Lincoln which had been appointed for the purpose by the meeting of March 1 *issued an address to the people which occupies seventeen pages in Nicolay and Hay* 1:243-59. *This address, written by Lincoln, and signed also by Stephen T. Logan and Alfred T. Bledsoe, set forth at length and with clarity the issues on which the Illinois Whigs without success fought the Presidential campaign of* 1844 *with Clay as their candidate.*

Springfield, March 1st 1843

M. D. Browning Esq
Quincy

My dear Sir

Yours of the 26ulto was received this morning—The rumor is still around that I do not want to go to Congress when in fact I am more anxious than ever to go, so when the unfriendly report comes your way please give it contradiction—The Whigs are going to hold a meeting here tonight at which they will select two committees, one to draw up and make public speeches, and the State Central Committee—I expect to be appointed on the speech committee with S. T. Logan and one other not yet nominated, probably B. Marshall—The State Central Committee has so far Bledsoe, J. Dean, Matheny, Thomkins, Warren and some others. I will send you all the particulars in a few days—Pardon me for not answering sooner but I was not at home when your letter arrived—

Yours very truly
A. Lincoln.

DECLARATION BY LINCOLN IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, MARCH 9, 1843

(Herndon-Weik Collection)

This declaration and the verso notations are from the pen of Lincoln. The date of filing was penned by Clerk Calhoun. Here we have an unusual case of senior and junior partner filing

a declaration. If comparison be made of the two declarations, it will be seen that Lincoln spelled "set" correctly, whereas Logan spelled it as "sett". Although the transcription of this document will not reveal such fact, the Lincoln characteristic of extra spacing to give emphasis to meaning or clarity is much more evident in this paper, than in the Logan declaration. Lincoln penned "said c" before "the circuit court", but crossed the word and letter out. He wrote, "Carp" after "Milton"; blurred it, and crossed it out. Although the praecipe does not appear with the declaration in the Herndon-Weik Collection, the verso notations show that it was filed with the declaration, and a date of March 9, 1843 *may be given the praecipe which is undated in the Herndon-Weik papers. This document will prove of interest, when compared with a like paper from the pen of Stephen T. Logan, and dated March term,* 1843. *The case is cited at times as Mallory vs. Maxcy et al, and it is possible that Lincoln wrote, "Maxey," but on numerous occasions, the word is written as "Maxcy." It will be seen that Clerk Calhoun filed the documents under the heading of Mallory vs. Maxcy Carpenter & Shields. And on the day this declaration was filed Marcus Whitman, having left Oregon on October* 3, 1842, *arrived in St. Louis on a mission that was to have early and fateful results.*

State of Illinois } of the March term of the circuit
Sangamon county } court of said county A D. 1843—

Egbert M. Mallory, plaintiff complains of James M Maxcy , Milton Carp Carpenter, and James Shields a Defendant in custody &c. of a plea of Trespass—For that the said defendants on the day of July in the year of our Lord one thousand eight hundred and forty two, at the county aforesaid, seized and carried away, one wheeled carriage commonly called a Buggy, one set of harness, one sofa one clothes-press, six chairs, one centre-table & one breakfast-table of the said plaintiff of great value, to wit of the value of five hundred dollars, then and there found and being, and converted and disposed of the same to their own use— To the damage of the said plaintiff of five hundred dollars and therefore he brings his suit—&c.

Logan & Lincoln p q

Mallory vs Maxcy Carpenter & Shields	Precipe & Decln

Filed March 9. 1843
J Calhoun
Clerk

SUMMONS IN THE SUIT OF LINCOLN VS. TURNER & TURNER, DE WITT CIRCUIT COURT, MARCH 13, 1843

Although this document has no handwriting by Lincoln included in it, it is presented here as partial history of the case of Lincoln, plaintiff and attorney vs. the Turner brothers.

And also afterwards at a Circuit Court held at the Court house in Clinton DeWitt County, Illinois October Term 1842 the following proceedings was had to wit

Abraham Lincoln vs Spencer Turner & William Turner	Sci fa to make party to a judgment on

motion of the plaintiff an alias Scire facias is awarded and this Cause is Continued Sci fa returned Endorsed " Returned William Turner not found in DeWitt County

E W Fears Sheriff"

and afterwards at a circuit Court held at the Court House in Clinton Dewitt County Illinois April Term 1842 the following proceedings was had to wit

Abraham Lincoln vs Spencer Turner & William Turner	sci fa to make party to a judgment

This day came the plaintiff by his attorney and it was ordered by the Court that an alias Scire facias and this Cause is continued

You are therefore hereby Commanded to summon the said

William Turner to be and appear before the Circuit Court of the aforesaid County of Dewitt on the first day of the next term thereof to be holden at the Court House in the Town of Clinton within and for the said county on thursday after the fourth monday in the month of september next to show cause If any he can why he should not be made party to said judgment and have you then and there this writ and make due return thereon in what manner you execute the same

In testimony whereof I have hereunto Set my hand and private Seal there being no official seal yet provided for our said Circuit Court

(Seal)

Done at Clinton May 13th 1843
Daniel Newcomb Clerk
By John J McGraw Dept Clerk

A Lincoln
vs } Sc fa
Spencer Turner
& Wm Turner
Filed March 13th
1843
Daniel Newcomb
Clerk
by John J McGraw
Clerk

Returned Executed by Reading the within to William Turner on the 11th Day of July 1843

E W Fears Sheriff

Sheriff fees $ 1.37 1/2

AGREEMENT IN THE SUIT OF HERNDON VS. CROWDER, SANGAMON CIRCUIT COURT, MARCH 17, 1843

(Herndon-Weik Collection

This agreement appears to have been penned by Clerk Calhoun, as were the cover notations. Herndon signed the agreement in a case in which Lincoln appeared as the attorney for his

future partner. As this is the only document in this case which is included in the Herndon-Weik Collection, a very sketchy study of it is offered. The one available notation on its history cites the fact that it was dismissed at defendant's cost.

Wm H Herndon
vs
John C. Crowder } Pet &Sum

By agreement of the parties this cause is to be dismissed at the Costs of the Defendant————
March 17. 1843

Wm H. Herndon

Wm H Herndon
vs
John C. Crowder

Filed March 17.
1843
J Calhoun
Clerk

16

AFFIDAVIT OF SAMUEL RENSHAW FOR AN INJUNCTION, DRAWN BY LINCOLN, SANGAMON CIRCUIT COURT, MARCH 12, 1843

Efforts to trace the history of this case in which Lincoln appeared as attorney for Renshaw have thus far proved unavailing: Two days before the affidavit here reproduced was drawn by Lincoln the Whig state central committee had agreed to postpone the 7th congressional district convention for the nomination of a candidate for Congress until the first Monday in May. When the conference did meet at Pekin on that day Lincoln as chairman of the Sangamon delegation withdrew the name of Edward Dickinson Baker as a candidate and John J. Hardin of Jacksonville became the nominee of the convention. The Macon Gazette of May 6, however, in its report of the convention noted that Lincoln had also secured the adoption of a resolution favoring Baker as a candidate in 1844. Three years later on February 14, 1846, the Macon Gazette printed the interesting reference to Lincoln's resolution favoring Baker which is reproduced below. This affidavit was first published in Abraham Lincoln: A New Portrait by Emanuel Hertz, New York, 1931, Volume 2:538.

To the Honorable the Judge of the Sangamon Circuit Court in Chancery sitting—

Humbly complaining sheweth unto your Honor your orator, Samuel Renshaw, that some time in June last, one James Boyd, being indebted to Hezekiah Thatcher in the sum of between thirty & forty dollars, procured your orator to sign a joint note for the same to said Thatcher, your orator being therein only surety for said Boyd, which fact that Thatcher well knew; that said note has become due, and judgment obtained on it before Thomas Moffett one of the Justices of the Peace of said county against both said Boyd & your orator, on which judgment an execution has issued against the property of both, and been placed in the hands of one James Barth, a constable of said county; that said Boyd has sufficient property of his own within said county, subject to said execution to satisfy the same, and has all the while been ready to deliver up the same to the said constable for that purpose, of which fact both said Thatcher and constable were duly notified before the making of the levy by said constable as herein after mentioned—Yet so it is may it please your Honor, the said Thatcher, well knowing the fact, aforesaid, and for the purpose of vexing and harrassing (sic) your orator, has directed said constable to levy said execution upon the property of your orator, which levy said constable has made, and will sell said property as yours believes, unless restrained by your Honor—Your orator further states that in case he be compelled to pay said debt, and to resort to an action against said Boyd, the additional cost that would accrue, and the length of time that would elapse, would render it doubtful whether he ever could collect the same—

In tender consideration of all which, your orator prays that said Thatcher & Barth be made defendant to this Bill, that the People's writ of subpoena issue for them; that they answer &c and that they and each of them be enjoined and restrained from further interfering with, or disturbing the property of your orator so levied on, or any other of his property, until all the property of said Boyd subject to said execution, which your orator, or said Boyd will deliver up to them, be exhausted, and that your Honor will grant such other and further relief as equity may require—

Sworn & Subscribed before me this 18th day of March 1843.
S. H. Treat Judge &c.

Samuel Renshaw.

PLEA OF THE DEFENDANT IN THE SUIT OF GRAY VS. URQUHART, SANGAMON CIRCUIT COURT, MARCH 22, 1843

On the day on which this plea drawn by Lincoln was presented the firm of Logan & Lincoln had seventeen cases called. Three were continued; three dismissed and judgment secured in five other cases. The case of Urquhart and Gray came to an end on July 30 *when a jury awarded Gray, the plaintiff,* $50.

James R. Gray
ads
John D. Urquhart

And the said defendant comes and defends the wrong and injury when where &c and says plaintiff actio non as to fifty dollars of said note because he says, that the note in the said declaration mentioned was assigned to the said plaintiff after the same became due, and that the consideration of said note has partially failed in this towit. That said note was given to said H. & A. Hickox for a certain lot of flour in barrels, sold by said H. & A. Hickox to this defendant, as good merchantable, super fine flour. And this defendant avers that a large portion of said flour, to wit, twenty barrels thereof, was not at the time of the sale, good merchantable superfine flour; but on the contrary was greatly inferior—in quality and value to such flour, as aforesaid which fact was at the time of the sale known by said H. & A. Hickox, & fraudulently concealed from the deft and this he is ready to verify, wherefore he prays judgment &c.

Logan & Lincoln p d

BOND FOR COSTS IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, MARCH 23, 1843

This bond was drawn by Lincoln, and was signed by Trailor. The cover notations are from the pen of Clerk Calhoun.

Egbert M.. Mallory
vs
Milton Carpenters & others

Trespass in Sangamon circuit court—

I do hereby enter myself security for cost in this cause, and

acknowledge myself bound to pay all costs which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state— Dated this 23rd day of March A. D. 1843—

A Trailor

E. M Mallory
vs
J M Maxcy et al

Bond for Costs

Filed March 23. 1843
J Calhoun
Clerk

COMPLAINT OF PLAINTIFF DRAWN BY LINCOLN IN THE SUIT OF SPEED VS. BOICE, SANGAMON CIRCUIT COURT, MARCH 23, 1843

(Photostat from the Abraham Lincoln Association)

Judgment for $1056.39 *was awarded the plaintiff in this suit, William P. Speed. Logan & Lincoln appeared for the plaintiff and Baker and Bledsoe for the defendant. It was also on March* 23, 1843, *that Marcus Whitman appeared in Washington to plead the cause of Oregon with President Tyler and Secretary Webster. "It is probable," writes Tyler's biographer, "that this rugged pioneer, dressed in leather breeches and worn and torn furs, with hands frozen after a three-thousand-mile ride made a deep impression on the President and his secretary of state." The following December, in his last annual message to Congress President Tyler recommended that for the protection of prospective settlers military posts be established at strategic points on the road to Oregon. Congress, however, failed to act on a suggestion that would have hastened peaceful penetration and possession of the Northwest by the United States. (See John Tyler: Champion of the Old South by Chitwood, New York, New York,* 1939, *Page* 335.

State of Illinois— } Of the March Term of the
Sangamon county } circuit court A. D. 1843—

William P. Speed, plaintiff, complains of Nicholas Boice, surviving partner of the late firm of Bell and Boice, of which firm James Bell, now deceased, was the other partner, defendant in custody &c. of a plea of Trespass on the case upon promises— For that whereas, heretofore, towit, on the ninth day of January in the year of our Lord one thousand, eight hundred and fortytwo, at Springfield, towit at the county aforesaid, the said defendant, together with the said Bell, since deceased, made his certain promissory note in writing (signing thereto the aforesaid firm name of Bell & Boice) bearing date the day and year aforesaid; and thereby then and there promised to pay, twelve months after the date thereof, to one Joshua F. Speed, by the name of J. F. Speed, the sum of nine hundred and eightyfive dollars and fourteen hundredths of a dollar together with interest therein at the rate of six per cent per annum—and then and there delivered the said note to the said Joshua F. Speed— And the said Joshua F. Speed to whom the said note was made payable, after the making of said note, and before the payment of the sum of money therein specified, towit, on the eleventh day of February in the year last aforesaid, at the county aforesaid, assigned said note, by endorsement thereon in writing, (signing his name to said endorsement, J. F. Speed) by which said assignment the said Joshua F. Speed then and there ordered and appointed the said sum of money in the said note specified to be paid to the said plaintiff by the name of Wm. P. Speed, by means whereof, and by force of the statute in such case made and provided, the said defendant then and there became liable to pay to the said plaintiff the said sum of money & interest in the said note specified according to the tenor and effect of the said note; and being so liable he the said defendant, in consideration thereof, afterwards, towit on the day and year last aforesaid at the county aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money & interest in the said note specified according to the tenor and effect of said note—

Yet the said defendant nor the said Bell in his lifetime (although often requested so to do) has not, as yet paid the said sum of money in the said note specified, or any part thereof;

but so to do hath hitherto wholly neglected and refused, and still doth neglect and refuse to the damage of the said plaintiff of twelve hundred dollars and therefore he brings his suit &c.

And the plaintiff avers that the forgoing cause of action occurred in the county of Sangamon aforesaid—

Logan & Lincoln p q—

(Copy of note sued on)

"$985 14/100.

Twelve months after date we promise to pay J. F. Speed nine hundred & eight five dollars & 14/100 Springfield Jany. 9 1842 with six per ct. Int.

Bell & Boice"

(Copy of assignment)

"For value recd. I assign the written note to Wm. P. Speed. 11 Feby. 1842.

J. F. Speed—"

ANSWER TO DEFENDANT DRAWN BY LINCOLN IN THE SUIT OF WILKINS ADS WILSON TUCKER & COMPANY, WOODFORD CIRCUIT COURT, APRIL 13, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

The answer of the defendant here reproduced was filed on the opening day of a two-day term of the Woodford circuit court. On the same day Lincoln appeared for the plaintiff and his friend, Asahel Gridley for the defendant in the suit of Rathbone vs. Boggs. The court ordered the judgment of the court below affirmed. That night at a Whig meeting the Woodford county delegate to the district convention was instructed to cast his vote for Hardin for Congress—a development in no way to the liking of Lincoln. Be it also noted that two days later Henry James the novelist was born in New York.

James F. Wilkins ads Wilson Tucker & Co. Sues as administrator &c	In attachment

And the said defendant comes and defends &c and says that

the writ of attachment in this cause ought to be quashed, because he says that at the time of the issuing of said writ, this defendant had not departed this state with the intention of having his personal effects removed without the limits of said state, and this he is ready to verify, wherefore he prays judgment of the said writ, and that the same may be quashed—

Lincoln, attorney for
defendant—

State of Illinois } ss
Woodford county }

Elizabeth Wilkins being first duly sworn states on oath, that the above plea is true in substance and in fact—

Elizabeth Wilkins

Subscribed & Sworn before me this 14.h day of April 1843 }

G. I. Cross clk

RESOLUTION INTRODUCED BY LINCOLN AT THE WHIG CONGRESSIONAL CONVENTION, MAY 1, 1843

Lincoln's most significant contribution, as events proved, to the convention which on May 1, 1843 *nominated Hardin for Congress, and to which he was a delegate from Sangamon county, was a resolution endorsing Edward D. Baker as the Whig candidate for Congress in* 1844. *This resolution with explanatory comment was first published on February* 14, 1846, *in an article in the Illinois Gazette of Lacon reproduced below. The editor for many years of the Gazette was A. N. Ford, long-time friend of Lincoln and his ardent supporter both as a Whig and Republican leader.*

"*Resolved,* That this Convention, as individuals, recommend E. D. Baker as a suitable person to be voted for by the Whigs of this district, for representative to Congress at the election in 1844, subject to a district convention, should the Whigs of the district think proper to hold one."

This resolution was opposed upon the following grounds,—that it was travelling beyond the proper duties of the convention—that it was forestalling public opinion and throwing difficulties in the way of a fair expression of the wishes of the people, as to who their next representative should be, and that it was

unjust to Gen. Hardin, who, having received the nomination, might at a proper time desire to present his name to the people for re-election. In behalf of the resolution it was said, that Col. Baker had been beaten, that his feelings were mortified, that he was a good Whig and true, and that the resolution was simply designed as a compliment to him and not to express the design of the person voting for it, to support Baker at the election in 1844. The resolution was said to be an expression of confidence in Mr. B., and that he was a suitable person to be voted for, and, so explained, the resolution passed by a vote of 19 to 14.

DECLARATION BY LOGAN & LINCOLN IN THE SUIT OF LARKIN VS DOYLE UNITED STATES CIRCUIT COURT, MAY 5, 1843

In the United States circuit court at Springfield on May 5, 1843, *Logan & Lincoln, representing the plaintiff, filed a declaration in the suit of Larkin vs. Doyle, and prayed for the issue of a writ of summons. There is no available record of the outcome of this suit. The opening days of May,* 1843, *brought the publication in London of the first volume of John Ruskin's Modern Painters, while in Washington on May* 8 *occurred two political developments the meaning of which no doubt was soberly noted by Abraham Lincoln of Springfield: one was Webster's tardy resignation as Tyler's secretary of state, and the other Tyler's appointment of Caleb Cushing as commissioner to China.*

Gossip of the hour had it that Tyler had rid himself of Webster in order to be free to choose a secretary in fuller accord with his plans for the annexation of Texas. There was no doubt a measure of truth in this version of affairs, but it is also clear that Webster had been irked by the dilemma in which the quarrel between Tyler and Clay had placed him and had remained in office only long enough to conclude the Ashburton Treaty, an agreement of real concern to the people of his section. He now returned to his law practice in Boston and to leadership of the Massachusetts Whigs, while Abel P. Upshur of Virginia, an ardent advocate of Texan annexation, succeeded him as secretary of state.

In 1843 *Edward Everett, by appointment of President Harrison, had been serving for two years as minister to Great Britain. When the appointment of a commissioner to negotiate a trade treaty with China first came under discussion Webster, with an eye to the comfortable retreat the English mission would afford*

him from the secretaryship of state, suggested Everett for the post. Everett, however, had no desire to exchange the comfort of the British mission for the difficult labors of a mission to distant China, and so promptly and firmly refused the post. It was given in the end to Caleb Cushing who discharged his duties in a satisfactory way, at the same time emphasizing his transfer from the Whig to the Democratic party—a transfer which in future years assured him a debatable part in the breakup of the Democratic party and the defeat of Douglas for President.

Finally no doubt Lawyer Lincoln duly and carefully noted the election on May 9, 1843 *of William Lloyd Garrison to the presidency of the American Anti-Slavery Society, a development which was to give new weight and potency to the Boston editor's war against slavery.*

RECEIPT GIVEN WILLIAM G. CANTRALL BY LINCOLN, MAY 11, 1843

The suit with which the receipt here reproduced has to do was begun on September 10, 1843, *when Logan & Lincoln as attorneys for Pickrell and Cantrall filed a notice asking the clerk of the Sangamon circuit court to issue a summons to the November term of the same court, stating that several of the defendants lived out of the state. Abel Pickrell of the firm of Pickrell & Cantrall was a leading Sangamon county Whig who three years later helped to bring about Lincoln's nomination for Congress. On the day Lincoln gave this receipt to Cantrall he wrote John J. Hardin of Jacksonville that the Sangamon county Whigs would give hearty support to his campaign for Congress. To prove that Hardin would have the vote of the Sangamon Whigs, Lincoln drew up a challenge to the Whigs of Morgan county. This challenge published in the Sangamo Journal of May* 11, 1843 *under the heading* A PROPOSITION *will not be found in any previous volume of Lincoln's writings and is therefore given here in full.*

"We have a proposition to make to our friends of Morgan, that, in case the locos run a candidate for Congress in that county at the August election, the majority of votes in SANGAMON COUNTY for Hardin shall DOUBLE the number of his majority in MORGAN COUNTY, the losing County shall give a free BARBECUE to the Whigs of the other county—the

said barbecue to be provided at some place most convenient for the accommodation of the Whigs of the two counties.

"Whigs of Morgan, Will you go it?"

Beveridge contends that what Lincoln had most in mind in this challenge to Hardin was his own possible nomination in 1844. *"Obviously he was," writes Beveridge, "with good political sense currying favor with the man who he was sure would be nominated and elected in* 1843 *against the day for Lincoln's need of Hardin's support in* 1844. *But Lincoln's prophecy and expectations were not fulfilled. Hardin refused to be a candidate to succeed himself and Baker was made the Whig candidate for Congress and elected in* 1844." *Abraham Lincoln, Boston,* 1928, *Vol.* I, *Pp.* 362.) *The immediate issue of Lincoln's challenge to Morgan county will be set forth in another place.*

Received May 11th, 1843, of William G. Cantrall, administrator of the estate of Benjamin Smith, deceased, ten dollars, in full for fee in a chancery case in the Sangamon Circuit Court, for the rescinding of a certain contract, relative to the sale of certain lands made by Abel Pickrell to said deceased.

Logan & Lincoln

PORTION OF A LETTER OF LINCOLN TO JOSHUA FRY SPEED, MAY 18, 1843

The letter which contains the long excerpt here reproduced will be found in part in Nicolay and Hay, Complete Works, I: 267-269. *The excerpt begins immediately after the sentence "I will answer the business part of it first." It continues until the point where the Nicolay and Hay version resumes with the words, "In relation to our Congress matter here you were right in supposing I would support the nominee." The excerpt concerns many cases which Lincoln had referred to in previous letters. The constable was William Harvey of Sangamon county. Hall is the same person who was sued by James Bell & Company, and judgment given against him. The Irwins were John and Robert, while Van Bergen was the well known Peter. Baker was the friend and frequent legal opponent of Lincoln, known to his friends as Edward Dickinson Baker. Allen "who has gone to nothing" was Colonel Robert Allen, with whom Lincoln had had sharp passages at arms in an earlier time. The postscript was added to the letter to Joshua Fry Speed.*

The closing days of May 1843 *were attended by a number of incidents of local or general meaning for Lawyer Lincoln.. Thus on May* 20 *Richard M. Johnston, then a hopeful candidate for President, visited Springfield and had a hearty welcome from his party associates. Two days later a thousand emigrants led by Marcus Whitman left Independence for Oregon. On May* 26 *occurred the dramatic sale of the slave girl Eliza of which presently the Lincolns had a full account in the Lexington newspaper of which they were constant readers. On May* 28 *occurred the death at a ripe age of Noah Webster who fifty-six years before, when a youth of* 28 *and a school teacher in Philadelphia, had done more than any other man to bring about the assemblage of the Constitutional Convention. It was the opinion of Chancellor Kent that Webster's Sketches of American Policy published in* 1785 *contained the first written proposals for a form of government closely resembling the one framed by Washington and his associates. Finally on May* 29, 1843 *John C. Fremont starting from Independence began the second of his memorable exploring expeditions.*

The note you enclosed on Cannon & Harlan—I have placed in Moffittes hands according to your directions. Harvey is the constable to have it—I have called three times to get the note you mention on B. C. Webster & Co. but did not find Hurst. I will yet get it, and do with it as you bid—At the April Court at Tazewell I saw Hall and he then gave me an order on Jewett to draw of him all rent which may fall due after the 12th day of Jany last, till your debt shall be paid. The rent is for the house Ransom did live in just above the Globe, and is $ 222 per year payable Quarterly So that one quarter fell due the 12th April I presented the order to Jewett since the 12" and he said it was right. and he would accept it, which however was not done in writing for want of pen & ink at the time and place—He acknowledged that the quarters rent was due and said he would pay it in a short time but could not at the moment He also said that he thought by some former arrangement. a portion of that quarter would have to be paid to the Irwins. There stands the whole matter. I think we will get the money on it in the course of this year—You ask for the amount of interest on your Van Bergen note of $572-32 And also upon the Judgment against Van assigned by Baker—The note drew 12 per cent from date and date Oct 1st 1841. I suppose the 12 per cent ceased at the time we bought in Walters house which was on the 23rd Dec. 1842—If I

figure right the interest up to that time was $ 78.69 cents which added to the principal makes $ 651.01.

On this aggregate sum you are entitled to interest at 6 pr cent. only from the said 23rd dec 1842 until paid What that will amount to you can calculate for yourself. The judgment assigned by Baker to you for $ 219-80 was so assigned on the 2nd day of April 1841 and of course draws 6 pr ct.—from that time until paid—This too you can calculate for yourself—about the 23rd of March 1843. (the precise date I do not remember) Walters paid $703.25 This of course must be remembered in counting interest According to my count there was due you of principal and interest on both claims on the 22d of March 1843 $906.70—Walters then paid $703.25 which leaves still due you 203.45 drawing 6 pr. ct. from that date—Walters is promising to pay the balance every day but still he has not done it—I think he will do it now—Allen has gone to nothing as Butler tells you—There are 200 acres of the tract I took the deed of trust on. The improvements I should suppose you remember as well as I. It is the stage stand on the Shelbyville road, where you always said I wouldnt pay Bakers tavern bill It seems to me it must be worth much more than the debt, but whether any body will redeem it in these hard times I cannot say.

BILL IN CHANCERY IN THE SUIT OF BUNYAN VS. DRESSER, SANGAMON CIRCUIT COURT, MAY 13, 1843

With the exception of the date of filing, this bill in chancery and the cover notations came from the pen of Lincoln. But one entry has been made available for this case, and it reveals that on November 23, 1843, *Henry Dresser failed to answer the bill filed by Runyan. The court then decreed that Dresser convey the lot to Runyan as prayed by him in his bill.*

To the Honorable, the judge of the Sangamon circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor, your Orator Samuel C. Runyan, that on the eleventh day of March in the year of our Lord one thousand, eight hundred and fortythree, one Henry Dresser, was indebted to your orator for one hundred and sixty-two and a half days labour at the carpenter's business, before that time done and performed; in discharge of which indebtedness, it was agreed by and between said Dresser, and

your orator that your orator should take of said Dresser, Lot No. Three, in Block No. Twenty in the (late town now) city of Springfield, Illinois, of which Lot said Dresser then was & still is seized your orator to pay the overplus of in fee the value of said lot, if there should be any after deducting the value of said labour, to the said Dresser, in carpenter's work, whenever it should be wanted by said Dresser, at the current price in St. Louis at the time said work should be done, and that Thomas Moffett, Elijah Iles, and Thomas Lewis should estimate and determine the value of the said one hundred and sixtytwo and a half day's labour, and also of the said Lot, all of which will more fully appear by reference to a written agreement entered into by said Dresser and your orator, on the day aforesaid, a copy of which is herewith filed, marked (A.) and prayed to be taken as part of this Bill— Your orator further charges that afterwards, towit, on the seventh day of April in the year aforesaid, the said Moffett, Iles, and Lewis, met for the purpose, and after being duly sworn, and hearing the testimony of witnesses, did estimate and value said Lot at four hundred and fortyone dollars and sixtysix cents ($ 441-66-) and did estimate and value the said one hundred and sixtytwo and a half days labour, at one dollar and seventyfive cents per day, making for the whole, two hundred and eightfour dollars, and thirtyseven cents, ($ 284- 37 -) thereby, according to the agreement aforesaid, leaving one hundred and fiftyseven dollars, and twentynine cents ($ 157-29) to be paid by your orator to said Dresser in carpenter's work, at the current price in St. Louis, when the same shall be done, and to be done when the said Dresser should want it—all which will fully appear by reference to the written estimate or award of said Moffett, Iles and Lewis, a copy of which is herewith filed, marked (B) and prayed to be taken as part of this Bill—

Your orator further charges that since the making of the estimate or valuation of the said Lot and labour, as aforesaid, said Dresser, refuses to abide by the same, that your orator has demanded a conveyance of said lot of said Dresser, and has offered to do the carpenter's work, due said Dresser, according to said agreement; but that said Dresser refuses to convey said Lot, and also, to accept and receive said labour

Your orator therefore prays, that said Henry Dresser be made defendant to this Bill; that the People's writ of subpoena issue for him; and that he be required to answer on his corporal oath all and singular the allegations of this Bill; and that on a

final hearing of this cause; your Honor will decree that the agreement aforesaid by and between the said Dresser and your orator be specifically performed; that said Dresser convey to your orator the Lot aforesaid, and that he accept and receive of your orator the said labour due him as aforesaid, within a reasonable time to be fixed by your Honor; and that your Honor will grant such other and further relief as Equity may require, and as in duty bound &c.

Logan & Lincoln
for complainant—

Runyan
vs
Dresser
} Bill in Chancery

Filed May 13. 1843
J. Calhoun
Clerk

Let a Subpoena in chancery issue in this case —
Logan & Lincoln

AFFIDAVIT OF PLAINTIFF IN THE SUIT OF WALKER VS. ESTILL, MENARD CIRCUIT COURT, JUNE 5, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

On the first day of a brief term of the Menard circuit court at Petersburg Lincoln appeared as attorney for the defendants in three cases, and for the plaintiff in the suit of Walker vs. Estill, which on the following day was dismissed by mutual agreement. The opening days of June, 1843, *were attended by two events charged with future meaning for Abraham Lincoln. Ulysses Simpson Grant, a youth of twentyone, to whom in* 1863 *President Lincoln was to give command of the Union armies, was graduated at West Point, and Jesse Applegate, an outstanding Oregon pioneer, led a long-remembered party of settlers to that territory. In later years Applegate was to become a founder of the Republican party and, in* 1860, *unable to attend its national convention as one of the delegates from Oregon, gave his proxy*

to Horace Greeley, an incident which, as the sequel proved, had not a little to do with the nomination of Lincoln.

State of Illinois }
Menard County }

Reuben Walker, the plaintiff in a case pending in the circuit court of the county aforesaid, brought into said court by appeal, wherein James W. Estill is defendant, being first duly sworn on oath that Asa Cleaveland the sureity in the appeal bond in said suit is insufficient as such sureity; as affiant verily believes, that affiant is informed, and believes that said Cleaveland is indebted to an amount greater than the value of all his property—

reuBen Walker

Taken & subscribed before me
this 5th day of June A. D. 1843
Nathan Dresser, Clerk

AGREEMENT TO DISMISSAL, BALE FOR HURD VS. BEEKMAN AND SPEARS, MENARD CIRCUIT COURT, JUNE 6, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

The Menard circuit court opened a two-day term upon June 5, 1843 *and Lincoln appeared as attorney for the defendants in two cases and for the plaintiff in a third one. For the defendants in the first suit to which old friends were parties, that of Bale vs. Beekman & Spears, he moved to dismiss the appeal. This motion was overruled by the court on June* 6. *William V. Beekman turned over a bay mare to Solomon Bale who appeared as attorney for the use of Samuel Hurd, and Lincoln drew up the agreement to call off the suit reproduced in this place.*

Whereas there is a suit pending in the Menard Circuit court wherein Solomon Bale is plaintiff for my use, and William V. Beekman & George Spears are defendants, and whereas I have received of said Beekman a certain bay mare, in full discharge of said cause of action, the said cause of action being a lost property note of fifty dollars, therefore I agree that said suit shall be dismissed at my cost—

June 6th. 1843—

Samuel Hurd

RESOLUTIONS OFFERED BY LINCOLN AND ADOPTED BY A STATE CONVENTION OF WHIGS AT SPRINGFIELD, JUNE 10, 1843

On the evening of June 9, 1843, *a meeting of representative Whigs from all parts of Illinois was held in the State House in Springfield. It was addressed by John J. Hardin and Edward D. Baker. At a second session in the forenoon of June* 10, *Lincoln spoke, to quote the Sangamo Journal, "in his usual forcible manner," and at the conclusion of his address offered four resolutions which had prompt adoption. These resolutions do not appear in Nicolay and Hay, and are given here in full. There is no record of Democratic acceptance of the challenge to a series of joint debates.*

"*Resolved*: That we recommend to the Whigs of all the counties of this state, to hold meetings, and appoint delegates to meet in Convention on the second Monday of December next, in Springfield, and select nine persons as a Whig electoral ticket to be voted for by all the Whigs of the State at the Presidential election in 1844.

Resolved: That all Whig papers of this State be requested to publish the above resolution.

Resolved: That we invite our democratic brethren to select two or three members of their party to meet a like number of ours to discuss the question of difference between the two political parties of the Nation, during all the evenings of next week; each Speaker to occupy one evening, the parties to take evening and evening about, and the speaker whose lot it shall be to open the debate, to have the privilege of making the closing speech on his own side of the question.

"*Resolved*: That the President of the Clay Club be directed to present a copy of the above Resolution to the President of the Democratic Association."

BILL IN CHANCERY IN THE SUIT OF TODD VS. WARE, SANGAMON CIRCUIT COURT, JUNE 16, 1843

(Herndon-Weik Collection)

This bill in chancery, the bond for costs, and the cover notations, except for the date of filing, were drawn by Lincoln. He wrote also the sentence, "Let a subpoena in chancery issue on this Bill—," and signed for Logan & Lincoln. In the fourth

sentence of the paper, Lincoln wrote, "on the first day of June," but replaced it with, "some time in the year." Twice he wrote, "due within," after the sums of the first and second notes, and twice he substituted, "payable on or before." Later on, he wrote "that, as evidence that said Ware so understood said agreement," but changed it to read, "that, as evidence of said Ware's understanding said agreement." The first two changes were made with view to precision of date, but the final change appears to be search for better phrasing of a thought. Lest it be inferred that Lincoln misspelled the word, "deposit," let it be noted that "deposite" was in good usage until the late 1860's *in the United States. Abraham Lincoln seems to have coined a word by the use of "inequitously" for the Oxford Dictionary, Webster's Unabridged Dictionary, and A Dictionary of American English list no such word.*

As will be noted in this document, the plaintiff was Robert S. Todd, outstanding citizen of Lexington, Kentucky and father of Mary Todd Lincoln. Elizabeth L. Todd referred to in the bill was the former Elizabeth Humpheys, second wife of Robert S. Todd, and step-mother to Mary Todd Lincoln. As there are a large number of documents in this case, it seems best to give its history. Logan & Lincoln handled the case for Todd, and on November 17, 1843, *the defendant was ruled to file his answer to the bill in chancery. Ware filed his demurrer on November* 21, 1843, *and two days later matters of law arising from the demurrer were argued before the court. The demurrer was sustained on November* 25, 1843, *at which time the plaintiff filed the amended declaration included in this volume. Study of that legal paper reveals the great effort Lincoln made to win this case, and that even in lower court cases, he was not without authorities to support his arguments. Ware filed his demurrer to the bill, and it was overruled on November* 25, 1843. *Four days later, the case was submitted to the court by agreement. On November* 30, 1843, *it was decided that the judge would hear the case on December* 9, 1843. *On April Fool's Day,* 1844, *the judge ordered the bill dismissed, with the defendant to recover his costs.*

At Boston on June 17, 1843, *Daniel Webster delivered his second Bunker Hill oration, no doubt in due course read with care by Attorney Lincoln. Among those who listened to its delivery was President Tyler and the members of his cabinet then on a tour of New England. Another listener was George Curtis,*

a youth of nineteen, who to a friend wrote of Webster: "His mouth curled, his eye flashed, as if among that mass he was king, but the higher crown could not be seen on him." Curtis added that Webster displayed "the restless grandeur of a Titan storming heaven." Tyler's Boston visit closed with a tragedy, for on the morrow of the Bunker Hill oration Hugh Swinton Legare, his attorney-general, died after a brief illness at the home of George Ticknor, an untimely passing which removed a formidable rival from the path of John C. Calhoun.

To the Honorable the Judge of the Sangamon circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator Robert S. Todd that some time in the year A.. D. 1841 he your orator executed his three several promissory notes payable to Nathaniel A. Ware, the first for $ 415.70 payable on or before one year; the second for $ 400— payable on or before two years, and the third for $ 400 payable on or before three years, from their date all drawing interest at the rate of twelve per cent per annum, said notes all bearing date the first day of June 1841; that to secure the payment of said notes, your orator and Elizabeth L his wife executed a certain deed of mortgage which has been duly recorded in the Recorder's office of Sangamon county on the West half of the South West quarter of Section Seven in Township Fifteen North of Range Five West, containing 83 14/100 acres, and the South East quarter of Section Twelve in Township Fifteen North of Range Six West containing 160 acres, which deed of mortgage bears date the nineteenth day of August A. D. 1841; & a copy of which is herewith filed marked (A.) & prayed to be taken as part hereof; that owing to some cause not necessary to be stated, said notes and mortgages were not delivered to said Ware at the times they bear date nor till the third day of September 1841; that at the time of the delivery of said notes & mortgage, towit on the third day of September 1841, it was agreed by and between said Ware and your orator that said notes might *be discharged in current bankable paper, receivable in deposite at the State Bank of Illinois in Springfield;* that said agreement was part and parcel of the same transaction with the making of said notes & mortgage; that said agreement was reduced to writing, which writing is herewith filed marked (B.) and prayed to be taken as part of this Bill—Your orator further states that the substance of said agreement was at the time of the delivery of said notes endorsed on the backs of them— Your

orator charges that by a proper construction of said agreement, it was the privilege and right of your orator to pay and discharge the notes aforesaid, in the paper of the State Bank of Illinois; that, as evidence of said Ware's understanding said agreement, your orator charges that since the depreciation of the paper of the said State Bank of Illinois, towit, on the day of A.D. said Ware accepted & received of your orator the sum of two hundred & sixteen dollars & thirtyeight cents in the paper of said Bank, at par, in discharge of so much of said notes— Your orator also states that heretofore, towit, on or about the tenth day of May A. D. 1842 & within one year from the date of said notes he tendered full payment of said notes to said Ware, in the paper of the said State Bank of Illinois; but that said Ware refused to accept & receive the same. He also states that he has ever since said tender been ready and willing, and is still ready and willing to fully discharge said notes in the said paper of the said State Bank of Illinois, and is now ready and willing to produce the same in this Honorable court to be disposed of as your Honor shall direct—

But so it is, may it please your Honor, that said Ware continues to hold said notes and mortgage, thereby wrongfully and inequitously subjecting your orator to the continued accumulation of interest at a high rate, and holding the lands aforesaid in a state of incumbrance to the injure of your orator—

In tender consideration of all which, your orator prays that said Nathaniel A. Ware be made defendant to this Bill that the People's writ of subpoena issue for him &c. and that he answer on his corporal oath all and singular the allegations of this Bill, and that in a final hearing of this cause, your Honor will decree that said defendant accept & receive the payment of said notes in the paper of the State Bank of Illinois, that the said notes and mortgage be delivered up to be cancelled, and that said defendant enter satisfaction of said mortgage on the Records in the Recorder's office of Sangamon county, and that your Honor will grant such other and further relief as equity may require, and as in duty bound &c.

Logan & Lincoln
for complainant

Robert S. Todd
vs
Nathaniel A. Ware
} Bill in chancery in the Sangamon circuit court—

I do hereby enter myself security for costs in this cause,

and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action, either to the opposite party or to any of the officers of this court in pursuance of the laws of this state—Dated this 16th day of June A. D. 1843

A.. Lincoln

Robert S. Todd

vs } Bill in chancery

Nathaniel A. Ware

Filed June 16, 1843

J.Calhoun

Clerk

Let a Subpoena in chancery issue on this Bill—

Logan & Lincoln for complainant

DECLARATION OF PLAINTIFF DRAWN BY LINCOLN IN THE SUIT OF BALL VS. FIELD, SANGAMON CIRCUIT COURT, JUNE 23, 1843

(Herndon-Weik Collection)

This document and the notations upon the cover are in the hand of Lincoln, with the exception of the filing note which is that of John Calhoun. It is of interest to notice that the habit of making one word of hyphenated words such as "twenty-four" and "thirty-nine" is very evident in this document by Lincoln. Many of his legal documents reveal this characteristic. The case finally came before a jury upon March 21, 1844, *when a judgment was found in favor of Japhet Ball, the client of Logan & Lincoln. The languge seems similar to the earlier speeches of Lincoln, with purple patches of speech at several points.*

State of Illinois } ss. Of the July term of the circuit court of said county

Sangamon County } A. D. 1843—

Japhet A. Ball plaintiff complains of Frederick Field, defendant, being in custody &c of a plea of Tresspass in the case—For that whereas the said plaintiff before and at the time of the committing of the grievances by the defendant hereinafter mentioned was and from thence hitherto had been lawfully possessed of a certain water and grist saw-mill situate on a certain tract

or parcel of land of the description following towit; Three acres beginning eighty poles East of the North West corner of Section Twentyone; thence East twentyfour poles; thence South twenty poles; thence West twentyfour poles; thence North twenty poles to the beginning, in Township Fourteen North of Range Five West, of the Third Principal Meridian, in the county of Sangamon and State aforesaid, which mill was and is situate on Sugar creek in said county; and by reason thereof before and at the time of the committing of the grievances hereinafter mentioned, of a right ought to have had and enjoyed and still of right ought to have and enjoy the benefit and advantage of the water of Sugar creek, which during all that time ought to have run and flowed to the said mill of the said plaintiff; and until the obstruction thereof hereinafter mentioned had run and flowed freely and without obstruction away from the said mill of the said plaintiff, and still of right ought to run and flow freely and without obstruction away from the said mill of the plaintiff so that the machinery of said mill might run and operate without obstruction from the water below the dam—Yet the said defendant, well knowing the premises, but contriving, and wickedly and unjustly intending to injure and prejudice the plaintiff in this respect, and to deprive him of the use, benefit and advantage of his said mill and of the said stream of water and to hinder and prevent the plaintiff from working his said mill in so ample and beneficial a manner as he had heretofore done and of right ought to have done, and to injure the plaintiff in the way of his trade and business on the first day of January in the year of our Lord one thousand eight hundred and thirtynine at the state aforesaid, and in the county of Sangamon, and on divers other days and times between that day and the day of bringing this suit, wrongfully and unjustly did erect and build a dam upon and across the said Sugar creek, and from the said first day of January one thousand eight hundred and thirtynine did keep up and maintain the said dam so erected and built, and thereby during all the time aforesaid obstructed, hindered, and prevented the water of said Sugar creek from flowing away from the mill of the plaintiff, as the same ought to have done, and otherwise would have done, and backed the water of the said stream upon the mill of the plaintiff, and by reason thereof the mill of the plaintiff and the machinery thereof were so obstructed and hindered by the water of the said Sugar creek, so obstructed from flowing away as aforesaid, that the same could not and

would not saw and grind as it of right ought to have done, and otherwise would have done.

And whereas at another time, towit on the first day of January in the year of our Lord one thousand eight hundred and thirtynine the plaintiff was lawfully possessed of a certain saw mill and grist mill dam, machinery and appurtenances situated on Sugar creek, towit in the county of Sangamon, towit, at the state aforesaid, and has continued so to be possessed of the same from hence thitherto to the time of bringing this suit, and by reason thereof during all the time aforesaid ought to have enjoyed and still ought to have and enjoy, the benefit and advantage of having the water of said stream to flow along the usual channel freely and without obstruction to and from said mill and its appurtenances for the purpose of sawing and grinding on and with his said saw and grist mill. And whereas until the time of the committing of the grievances hereinafter mentioned by the defendant, the water of said stream had always flowed to and from said mill and along said stream freely and without obstruction, and still ought to flow to and from said mill freely and without obstruction. Yet the said defendant, well knowing the premises, but contriving and intending to injure the plaintiff and to obstruct the water of said stream from flowing freely away from the plaintiffs mill aforesaid, and to obstruct and hinder the plaintiff in and from sawing and grinding in & with his said mill, and to obstruct and hinder said mill from sawing and grinding as it hitherto had done, and still ought to do, and would have done but for the said grievances hereinafter did, on the first day of January in the year of our Lord one thousand eight hundred and thirtynine, at the state aforesaid, in the county of Sangamon, build and erect, and cause and procure to be built and erected a dam across the said Sugar Creek below the mill of the plaintiff, by means whereof the waters of said stream were hindered, obstructed and prevented from flowing from the mill and appurtenances of the plaintiff as before it had done, and still of right ought to to do, and by means whereof the said defendant backed the waters of said stream on the machinery of the mill of the plaintiff aforesaid, by reason whereof the said mill of said plaintiff was greatly injured in its value and operation, and the plaintiff prevented from sawing and grinding or &c with the said mill so much and so well as he heretofore had done, and still of right ought to have done, and would have done but for the grievances committed by the said defendant; and the said defendant from thence

hitherto until the day of bringing this suit has kept up and preserved said dam so erected, and procured to be erected by him, towit at the state aforesaid in the county of Sangamon aforesaid, and has thereby ever since hindered and obstructed the waters of said stream from flowing freely away from the mill of the plaintiff aforesaid, and has backed the water up on the machinery of the mill of the plaintiff, and has thereby hindered and prevented said mill from sawing and grinding as it ought to have done, and would have done but for the grievance aforesaid and has thereby hindered and prevented the plaintiff from enjoying his mill in as full and ample a manner as he otherwise might and would have done, and from sawing and grinding therewith as much and as well as he otherwise would have done—

And whereas at.and before the committing of the grievances by the defendant, hereinafter mentioned the plaintiff was lawfully possessed of a certain saw-mill and grist on Sugar creek in Sangamon county aforesaid, and the waters of said stream had flowed, and of right ought to have flowed, and still of right ought to flow freely and without obstruction to and from the said mill of the plaintiff for the purpose of propelling the machinery of said mill and of sawing and grinding or &c with said mill, towit on the first day of January in the year of our Lord one thousand eight hundred thirtynine and by means whereof the plaintiff got great gains and profits by conducting and carrying on his said mill—Yet the said defendant, though not ignorant of the premises, but contriving and wrongfully and unjustly intending to injure and prejudice the said plaintiff in this respect, and to deprive him of the use, benefit, and advantage of the water of said stream, and to hinder and prevent him from working his said mill in so ample and beneficial a manner as he hitherto had done and of right ought to have done, and to injure him in his trade and business of milling and of sawing and grinding which he, during all said time had carried on and still does carry on said mill towit on the first day of January in the year of our Lord one thousand eight hundred and thirtynine at the state aforesaid, in the county of Sangamon aforesaid, and at divers other days and times between that day and the day of commencing this suit, wrongfully and unjustly did obstruct the waters of said stream from flowing away from the mill of the plaintiff and did back the water of said stream upon the machinery of the mill of the plaintiff aforesaid by reason whereof the plaintiff was during all this time prevented from working

his mill in so beneficial a manner as he of right ought to do and otherwise would have done, and by reason hereof during all the time aforesaid the machinery of the mill of the plaintiff aforesaid was prevented and obstructed from driving and carrying said mill with such force, speed and effect as the same ought to have done, and otherwise would have done

By means whereof the plaintiff has been injured and has sustained damages in the sum of one thousand dollars, and therefore he brings his suit &c.

Logan & Lincoln p. q.

Ball
vs. } Declaration
Field

Filed June 23rd 1843
J Calhoun
Clerk

LINCOLN SECURITY FOR COSTS IN THE SUIT OF CHANDLER VS. WILLIAMS, CHRISTIAN CIRCUIT COURT, JUNE 24, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

The declaration in this suit in which Logan & Lincoln were attorneys for the plaintiff was filed on June 27. *The case was tried on October* 23 *when their client was awarded a judgment of* $176.19½. *There is little doubt that during the summer of* 1843 *Attorney Lincoln gave careful heed to what was reported in the press of President Tyler's maturing plans for the annexation of Texas. Upshur, the new secretary of state, took up the Texas business with energy, prompted by rumors that found their way into print to the effect that England for good and sufficient reasons was planning to bring about the abolition of slavery in Texas. A canvass of the Senate was begun to ascertain the prospects of an annexation treaty in that body, nor was patronage spared to assure the support of Thomas H. Benton and other reluctant senators. Thus Tyler's son and biographer records that "an expedition was fitted out for Oregon in the summer of* 1843; *and the conciliation of Benton was one of the reasons which induced the administration to make John C. Fremont, apart from his pre-eminent fitness for the place, the commander of the enterprise." Be it recorded in passing that Fremont's "pre-eminent fitness" for public service of any sort was an uncertain quality*

which in future years was to give President Lincoln many a troubled hour.

Leonard W. Chandler
vs
Overton Williams
} Petition & summons in Christian circuit court—

I do hereby enter myself security for costs in this cause and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state

A. Lincoln

Dated this 24th day of June A.D. 1843

ANSWER OF GUARDIAN AD LITEM AND ORDER TO SELL REAL ESTATE, HEIRS AT LAW OF SAMUEL COMBS, MENARD CIRCUIT COURT, JUNE 6, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

This answer of guardian ad litem and order to sell real estate was drawn by Lincoln. Thomas L. Harris, guardian ad litem, was a native of Connecticut, who in 1842 *at the age of twenty-six began practice as a lawyer in Petersburg. He served as a major of volunteers in the war with Mexico, and for his gallantry in the battle of Cerro Gordo was presented with a sword by the State of Illinois. Later he was three times elected a member of Congress, and was for long a trusted lieutenant of Stephen A. Douglas. His death in* 1858 *at the early age of forty-two cut short a noteworthy career.*

The answer of Thomas L. Harris *guardian ad litem* of Samuel Combs & Jane Combs to the Petition of Robert S. Plunkett & Jane Combs filed against them in the Menard circuit court—

This Respondent, for answer to said Petition, says that he has examined the same, and the papers therewith filed, and he perceives no reason consistent with the interest of his said wards why the prayer of said Petition should not be granted

Thomas L. Harris, guardian ad litem &c

Robert S. Plunkett, and Jane Combs adm. & admn. of Samuel Combs, decd
vs
The heirs at law of said deceased
} On Petition to sell Real estate—

This day came the Petitioner, and it appearing to the court that due notice of this application has been given to all parties interested, and Thomas L. Harris who was appointed *guardian ad litem* to the minor heirs named in the Petition, having filed his answer, saying that he has examined said Petition and the papers therewith filed and that he perceives no reason consistent with the interest of his said wards why the prayer of the same should not be granted; and the court being also satisfied that the allegations of said Petition are true; It is ordered by the court that that the said Petitioner sell the lands in said Petition described, towit (Here insert them) or so much thereof as may be necessary to pay the debts of said estate, that they make such sale, after due notice given at public vendue, on a credit of 6 / 12 months, that they convey said lands to the purchaser or purchasers and take the bonds and security, and mortgages on the premises to secure the purchase money, and that they report their proceedings herein to this court—

COMPLAINT DRAWN BY LINCOLN IN THE SUIT OF CANDLER VS. WILLIAMS, CHRISTIAN CIRCUIT COURT, JUNE 27, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

Upon June 24, 1843, Lincoln entered himself as security for costs for Leonard W. Candler, plaintiff in the suit of Candler vs. Williams, and upon June 27 he drew and filed the complaint reproduced in this place. The suit came to trial at Taylorville on October 23, when Logan & Lincoln as attorneys for the plaintiff secured a verdict of $176.19½ *and costs.*

State of Illinois
Christian circuit sct.

Leonard W. Candler, plaintiff, states that he holds a note on the defendant, Overton Williams in substance as followeth, towit:

"Six months after date I promise to pay James Brashears one hundred and thirtyone Dollars *with* interest from date for value received as witness my hand and seal this this 22nd Day of Jan 1838

Overton Williams" (seal)

on which note are the following assignments, towit.

"For value received I assign all my right, title, claim and interest of the within note to Daniel H. Candler and Garintee the payment of the same, 1841, Feby 27.

his

James ———————— Brashears"

mark

June 9. 1842

"For value recd I assign the within note to Leond. W. Candler & Guarantee the same—

D. H. Candler"

Whereby the plaintiff hath become the proprietor thereof, of which the defendant hath had due notice—

Yet the same debt remains unpaid, wherefore he prays judgement for his debt and damage for the detention of the same together with his costs—

Logan & Lincoln p.q.

ARBITRATION AWARD BY LINCOLN, JULY 3, 1843

Samuel Wycoff and Dennis Forrest, owners of adjoining tracts in Sangamon county, had a dispute concerning a small strip of land. On June 19, 1843, *they submitted the question to Lincoln and signed an agreement to abide by his decision. The award resulting from this agreement, which recalls Lincoln's labors as a deputy surveyor, was filed on July* 3, 1843. *A photostat of the award is now in the Illinois State Historical Library at Springfield. The week in which Lincoln filed the Wycoff-Forrest award was attended by two noteworthy incidents of an eventful year. On July* 5, 1843, *a group of Oregon settlers assembled at Champoeg adopted a provisional form of government based in the main on the laws of Iowa, but which also forbade slavery in the "Territory," while four days later Fremont, pushing westward on the second of the expeditions which were to win him fame, sighted Pike's Peak. Again, it was on July* 12, 1843, *that Joseph Smith dictated to a secretary what was to prove the last of his revelations—a revelation which, making plural marriages a part of the Mormon creed, was to hasten his slaying by a mob and the expulsion of his followers from Illinois. (See No Man Knows My History by Fawn M. Brodie, New York,* 1946, *Page* 340).

Whereas we the undersigned, Samuel Wycoff, and Dennis Forrest, the former being owner of the North West quarter of

Section Eight, and the latter being owner of the South West quarter of Section Five, both tracts of Township Fourteen North of Range Six West, in Sangamon county, have a dispute concerning a small strip of land, each claiming it as being part of his tract aforesaid; therefore we submit said dispute to the arbitrament of Abraham Lincoln, who is to hear the evidence adduced by both parties, and thereupon decide which is the owner of the disputed land, and what line is hereafter to be the dividing line between us, and we hereby mutually bind ourselves in the penal sum of five hundred dollars, as liquidated damages, to abide by the decision he shall make, and each to give and allow the other peaceable possession and enjoyment of his own side of the line so to be designated.

Witness our hands and seals this 19th day of June A. D. 1843.

Samuel Wycoff
Dennis Forrest

In pursuance of the above agreement, having fully heard the evidence, I decide that the land in dispute between said Wycoff and Forrest, belongs to said Wycoff, and that the old United States Surveyor's line, beginning at the West end thereof, and running thence Easterly as marked through the timber by said U. S. Surveyor, so far as the timber extends, and continuing the same course as so marked, the proper distance to reach the East side of the lands of said Wycoff and Forrest above described, shall hereafter be the dividing line between the said lands of the parties.

A. Lincoln.

July 3rd. 1843.

AWARD TO STATE OF ILLINOIS AGAINST DR. ANSON G. HENRY, JULY 14, 1843

The easy going ways of the commissioners (especially of Dr. Anson G. Henry, close friend of Lincoln) charged with supervising the construction of a state house in Springfield, provoked as the work progressed much sharp criticism, particularly from their political opponents. As a result of this criticism an act, approved February 26, 1841, *provided that the secretary of state, auditor of public accounts and treasurer of Illinois should be "required and empowered to thoroughly investigate the acts and doings of the State house commissioners and if any or either of them should be found upon such investigation in arrears to the*

State, the said commissioners are directed to make report of the same to the Attorney General, who, on receiving the same, shall forthwith bring suit against said delinquent commissioner or commissioners."

In June, 1843, *Dr. Henry was no longer serving as commissioner, and, to escape the arbitrary provisions of the act just outlined, it was agreed between him and Governor Thomas Ford that three arbitrators appointed by the latter should examine and pass upon his unsettled accounts. Lincoln, Norman H. Purple and Stephen J. Iankiewicz were named as arbitrators, and on July* 1, 1843, *the day after their appointment, began their labors. These continued for twelve days, and on July* 14 *the arbitrators decided that Dr. Henry owed the state* $271. *There is little doubt that Lincoln's tact and good will made this settlement an easy one for Dr. Henry, who ere long began a series of migrations which ended in Oregon. His friendship with Lincoln, however, endured without abatement until the death of the greater man.*

State of Illinois
vs
A. G. Henry

We the Undersigned Arbitrators having carefully Examined the accounts in refference to the matters within Submitted between the State of Illinois and A G. Henry late Treasurer of the Board of State house commissioners do find and award in favour of the State of Illinois against the Said Henry the Sum of Two hundred and Seventy One Dollars

Witness Our hands & Seals at Springfield this 14th day of July AD 1843

Stephen J. Iankiewicz (Seal)
A.. Lincoln (Seal)
A. H. Purple (Seal)

12 days Each Services for Arbitrators

AFFIDAVIT OF THE PLAINTIFF IN THE SUIT OF VANCE VS. KILGORE, UNITED STATES CIRCUIT COURT, JULY 21, 1843

In the United States circuit court at Springfield on July 21, 1843, *Logan & Lincoln filed the affidavit of the plaintiff in the suit of Vance vs. Kilgore et al. The declaration of the plaintiff, Joseph Vance, asking judgment for two notes of* $150 *each with interest approximating* $150, *was filed on December* 1. *Four days later the defendants were ruled to plead. They defaulted on December* 6, *and Vance was awarded* $1765.66 *by the court. It was*

while this suit was pending that Logan & Lincoln removed their office to the third floor of the postoffice building at the southwest corner of Sixth and Adams streets, Springfield, where they were located until the dissolution of their partnership in December, 1844.

NOTE OF LINCOLN TO ROBERT BLACKWELL, SPRINGFIELD, JULY 24, 1843

This note is from the pen of Lincoln, and the A double period Lincoln is again in evidence. It is from a Lincoln National Life Foundation photostat. Blackwell was an attorney of Rushville, Illinois and a prominent Whig. The day after Lincoln wrote him, July 25, 1843, *John Bright was elected to the British Parliament from Durham—a milestone in the career of the Quaker orator and resolute champion of the rights of man who eighteen years later was to prove the most potent supporter in England of President Lincoln's efforts to preserve the American Union and free the slave.*

Springfield, July 24th 1843

Dear Bob:

Yours of the 18 inclosing your license is received—have had it perfected, and herewith return it to you—

Nothing new here—God bless you—

A.. Lincoln

LETTER OF LINCOLN TO JOSHUA FRY SPEED, JULY 26, 1843

(Herndon-Weik Collection)

The Butler referred to in this letter was no doubt William Butler with whom Lincoln resided for several years, and the reasons for the note being handed to Hurst appear to be clear. The Allen matter is the old business of meeting a note for $900. *Brother James is James Speed, while John Irwin was a member of the family which was close to Lincoln in his financial dealings. The most interesting part of the letter comes in the reference to "my Molly," a nickname which Lincoln used in the days in which he courted Mary Todd, and in the early years of their marriage. He called Mrs. Lincoln "Mother," after the birth of their children. Six days after this letter was written, August* 1, 1843, *Robert Todd Lincoln, the first child of Abraham and Mary Lincoln, was born at the Globe Tavern in Springfield. Albert T.*

Bledsoe and his wife were also guests at the Globe at that time, and Mrs. Bledsoe delighted in after days to recall some of the odd and amusing incidents which attended her instruction of Mrs. Lincoln in the duties of motherhood. Again Samuel C. Parks, an attorney of Lincoln, Illinois, who long practiced in the courts with Lincoln, first heard a speech by the latter a few days after the birth of Robert Lincoln. This speech, in the opinion of Parks, was in no way a noteworthy effort, but it lingered in his memory that the speaker made opportunity to speak of his first-born as a "whelk of a boy."

Springfield July 26th, 1843

Dear Speed:

Yours of the 17th Inst. is received, your former letter of the 9th of June was also received. The note on Butler I did not wish to collect for reasons well understood by you, and I therefore handed it to Hurst. Butler has not been at home since it was received. He is I suppose this moment in New York City. The B. C. Webster & Co. money you have got as I see by a letter of yours to Hurst. We received the balance of the Walters money three or four days ago. We received an overplus for Van at the same time and we take out of the gross sum for you what according to our calculation is your due. That we make to be $212.95, we retain the $12.95 as you see and send you enclosed two one hundred dollar Missouri bills. You often direct us and Hurst to deposit for you in St. Louis, but this is more difficult than to deposit for you at Knob View, because every other thing being equal, we do not know who to deposit with in St. Louis whereas we do at Knob View. We therefore enclose the present remittance to you direct.

I was talking with Allen a few days ago, and he said he would like still to try to sell the farm for something more than your debt, but that he would deed it to you outright, at any time you desired it, provided you would take it and discharge his debt.

You know that under the deed of trust you may sell it for what it will bring and hold him bound for the balance provided it does not sell for enough to pay the whole debt. I told him I would write you. We shall look with impatience for your visit this fall. Your Fanny cannot be more anxious to see my Molly than the latter is to see her, nor as much as I am. Dont fail to come. We are but two as yet.

Your friend as ever
A. Lincoln

P. S. Since I wrote the above I have seen John Irwin who starts to the east within a week from now, and by whom I have concluded to send the money in preference to enclosing it. He will leave it with your brother James in the city.

A. L.

LINCOLN ADDRESSES A CONVENTION OF SANGAMON COUNTY WHIGS, AUGUST 19, 1843

The Whigs of Sangamon county opened the presidential campaign of 1844 *with a convention in Springfield on August* 19, *an event briefly recorded by the Quincy Whig on August* 30, 1843. *Resolutions adopted by the convention, in the framing of which Lincoln no doubt had a hand, pledged the redemption in* 1844 *of Illinois from "the blighting curse of Democratic rule." Another pledge for* 1844 *promised a determined campaign to "secure a Whig legislature, a Whig senator, together with a majority of Whig congressmen." It was finally resolved "that Old Sangamon must and will remain the Banner Whig county of Illnois, and that we pledge ourselves to give HENRY CLAY a majority of eight hundred and fifty votes in* 1844." *The convention closed with speeches by Lincoln, Baker and Dr. Henry which, however, did not find their way into print.*

The opening days of August, 1843, *brought other political developments of interest and concern to Abraham Lincoln. The Mormon vote was then a deciding factor in Illinois elections, and at the election on August* 7, *Hyrum Smith, brother of the prophet, for personal reasons saw to it that the bulk of the Mormon vote was cast for Democratic candidates. This action, bitterly resented by the Whig leaders, hastened the slaying of the Mormon leader and the expulsion of his followers from Illinois. Be it noted that August* 7 *also brought the election to Congress of Stephen A. Douglas and John J. Hardin, but at the polls in Springfield Lincoln did not vote for the latter, nor for or against any of the Whig candidates for county office.*

In another field on August 8, 1843, *Upshur, Tyler's new secretary of state, in a letter to William S. Murphy, diplomatic agent of the United States in Texas, cleared the way for the negotiations which early in* 1845 *were to have issue in the annexation of the Lone Star republic to the United States. Finally on August* 14, 1843, *John C. Fremont caught the public fancy by climbing the peak in the Rockies which has since borne his name.*

AFFIDAVIT IN THE SUIT OF JOHNSON VS. STRODE, SANGAMON CIRCUIT COURT, AUGUST 30, 1843

(Photostatic Copy Supplied by Brown University Library, Providence, Rhode Island)

There is not available information as to the nature or outcome of this suit. Three days before Lincoln made his affidavit for the defendant, the party of Oregon pioneers led by Marcus Whitman reached Fort Hall, while at Buffalo on August 31 *a convention of the National Liberal party, made up of anti-slavery men who unlike Garrison and his followers sought to attain their ends by political action, named James G. Birney as its presidential candidate—a development of evil omen to Henry Clay and his supporters. Birney was a native of Kentucky, an able lawyer and effective speaker, who had freed the slaves he had inherited and made generous provision for them. In earlier years he had been on friendly terms with Clay, but had now become a severe critic of the Whig leader. The vote for Birney in New York in* 1844 *lost that state to the Whigs and gave the Presidency to Polk. See Life of Henry Clay by Carl Schurz, Boston,* 1887, *Volume* 2: *Page* 252-266.

Joel Johnson
vs.
James M Strode
} Appeal, pending in the Sangamon circuit court—

The plaintiff in the above entitled cause will take notice that on the 18th day of September next, between the hours of 10 o'clock, A. M. and 6 o'clock P.M. of said day, at the office of Henry R. Rucker, in the city of Chicago, Cook county Illinois, I shall attend and take the deposition of Richard I. Hamilton to be read in evidence in the above entitled cause — And that on the 4th day of November next, between the hours of 10 o'clock A.M. and 6 o'clock P.M. at the office of the clerk of the circuit court of Kane county in Geneva in said Kane county, Illinois, I shall attend and take the deposition of Benjamin F. Fridley, also to be read in evidence in the above entitled cause — August 30th 1843.

James M. Strode—

I delivered a copy of the above to Joel Johnson on the day of the date thereof.

A.. Lincoln

BILL OF EXCEPTIONS, SUIT OF THE PEOPLE VS. JOSEPH SPURGEON ET AL, CHAMPAIGN CIRCUIT COURT, OCTOBER 2 OR 3, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

It is a singular feature of a diverting affair, at least for those not directly involved, that Lincoln appeared as attorney for the defendants. When the suit of the People vs. Spurgeon et al was brought to trial at Urbana upon October 2, 1843, *Lincoln entered a plea of not guilty and argued the case before a jury which found Joseph and Nathan Spurgeon guilty, and Nancy, Mary and Eli Spurgeon not guilty. Lincoln promptly made a motion for a new trial and the following day argued it at length. The court sustained the motion as to Nathan, but overruled as to Joseph who was fined* $20.00 *and costs.*

The People of the State of Illinois vs Joseph Spurgeon Nathan Spurgeon Eli Spurgeon Mary Spurgeon & Nancy Spurgeon	Indictment for an assault with a deadly weapon with intent to inflict a bodily injury &c.

Be it remembered that on the trial of this cause, the Attorney General called Kingston as a witness, who swore that he, witness, went to the house of Spurgeon, where he found all of the defendants; that Eli immediately accosted witness in terms of ill nature, and apparently sought to pick a quarrel with him; that witness declined quarrelling, and the matter, for the time, dropped; that in a short time dinner was ready, and different ones of the defendants urged witness to dine with them, but which he declined; that about the time dinner was done, Nathan set down by witness, and asked witness to hand him witness' knife, which witness did, and which knife Nathan immediately put in his pocket, and then began using ill-language to witness, and very shortly rose and struck at witness with his fist; that he did not hit witness, but witness then struck said Nathan with his fist, and immediately made for the door; that at the beginning of the scuffle with Nathan and witness, Joseph left the house, but

when witness reached the door Joseph had returned into the house with a hickory club six or seven feet long, about an inch and a half in diameter at the but, and an inch at the small end; that he immediately struck said witness with said club and knocked him down; that witness rose and left the house, and that Joseph pursued him across a yard fence, and to the distance of sixty or seventy yards, repeating the blows upon him with said club a great number of times, and knocking him down. And more that while this was going on, the other defendants all followed on, and were all against witness; that this happened in March last in the county of Champaign — Here the Attorney General closed — The defendants then called Jones as a witness, who swore that some (time?) after the supposed assault, Kingston and witness being alone, a conversation was commenced about the affair, when Kingston said he would tell witness something if he would say nothing about it; that Kingston then went on to say that Eli Spurgeon was a gentleman, and had not participated in the assault, and that he Kingston, had sworn wrong, and was as deep in the mud as the Spurgeons were in the mire — The defendants also called Elmore as a witness, who swore that Kingston told him that Eli was a gentleman and had not interfered in the assault — The defendants then moved the court to direct the jury to find their verdict as to Eli and Mary instanter, which motion the court sustained & the jury found the said Eli and Mary "not guilty": The other defendants then called the said Eli and Mary as witnesses, both of whom swore, that at the beginning of the scuffle between Kingston and Nathan that Kingston struck first, and knocked Nathan down twice and finally got on him, and had his face bleeding profusely; that Joseph, who had not left the house at all, and who had nothing whatever in his hands, then pulled Kingston off of Nathan and pushed him out of the door; that Kingston then turned upon Joseph and struck or struck at him with his fist; that Joseph returned the blows with his fists, when, after the exchange of several blows, Kingston turned and run; that Joseph followed him across the fence, when he caught up a hickory brush or limb, of about four or five feet in length from tip to tip, of about three quarters of an inch in thickness at the but, and forking off into three or four prongs and tapering to the but ends, that he pursued Kingston twenty or thirty steps, and struck him four or five severe cuts with the whip end of said brush or limb; that it was not possible

to endanger a man's life by a blow or blows with such a thing; that said brush or limb was the only thing that Joseph had in his hands during the affray, and that he neither had that inside of the house or of the yard fence

The defendants, here closed, and the Attorney General recalled Elmore, who swore that he believed, but was not certain, that previous to the affray, he heard Joseph say he would thrash Kingston if he ever "cut up" around him — The evidence was closed here, and no proof of any marks or bruises about the person of Kingston was made, except one small scratch on his face, and no blood was proved to have been drawn from him — The foregoing is the substance of all the evidence in the case — the jury then returned a verdict of "not guilty" as to the said Nancy, and of "guilty" as to the said Joseph and Nathan — Whereupon the said Joseph and Nathan moved the court to grant them a new trial, on the ground that said verdict, as to them was contrary to the law and evidence, which motion the court over-ruled, as to Joseph, and allowed as to Nathan and to which decision the defendant, Joseph, as to him excepts and prays that this his Bill of exceptions be signed, sealed and made part of the Record in the cause—

Samuel H Treat (L S)

NOTICE, MOTION TO REJECT AND AFFIDAVIT IN THE SUIT OF THE STATE BANK OF ILLINOIS VS. MITCHELL ET AL, ~~SANGAMON~~ CIRCUIT COURT, OCTOBER 3, 1843

(Herndon-Weik Collection)

This notice is a good example of the necessity of the inclusion of other documents than those in the Lincoln handwriting, in order to offer comprehensive view of a case. The notice of service penned by Lincoln and signed by Wells Colton would have slight meaning, unless the notice served by Colton were given. That notice is in the hand of Jesse B. Thomas. The note concerning the delivery of the notice was penned by Lincoln, and signed by Wells Colton. This note begins with the words, "State of Illinois," and concludes with the phrase, "day of September A.. D. 1843." *It is interesting to note the double period after the "A" in "A.. D.". Clerk Webber attested to the swearing of the fact that the notice had been delivered, and penned the date of filing. The cover notation citing the case was penned by Lincoln.*

James W. T. Mitchell, the defendant, defaulted on October

10, 1843, *and was ordered by the court to pay* $1499.00 *to the State Bank of Illinois. In default of such payment, the property was to be appraised and sold. Such sale was made on June* 29, 1843. *Wells Colton, who served this notice, was an attorney of Bloomington and had extensive practice in the Tazewell county circuit court. He opposed Lincoln before the Supreme Court of Illinois in February,* 1844, *where he lost the cases of David Davis, Administrator vs. Harness, and that of Johnston vs. Weedman to Lincoln. At the October* 10, 1842 *hearing of this suit, Lincoln appeared as counsel for the State Bank of Illinois.*

The motion for rejection was drawn by him. The cover notations are from the pen of Thomas R. Webber, clerk of the Champaign circuit court. As will be seen in the foreword to the notice of October 3, 1843, *a judgment was rendered against Mitchell et al on October* 10, 1842, *but, as the notice of October* 3, 1843, *reveals a motion was made for setting aside the sale of the land to William F. Withers, because of fraud in the sale. This motion was argued on April* 30, 1844, *by Lincoln for the State Bank of Illinois and Kersey H. Fell for Mitchell et al. After the argument had been heard, the court ordered that the report of the commissioner be rejected, and sale of the property disapproved. The commissioners were ordered to pay back the purchase money to William P. Withers, and to execute the decree of October* 10, 1842. *Withers then presented, or filed a bill of exceptions, and the case was continued on April* 30, 1844. *No further court records have been made available after April* 30, 1844.

The affidavit of Webber was penned by Lincoln, and was signed by T. R. Webber. Judge Treat wrote and signed the note attesting to the swearing of the affidavit. In the phrase, "in a certain affidavit of Jesse B. Thomas, entiled of the above cause," it seems that Lincoln should have written the word "entitled," but the word "entitled" seems to be an awkward usage in the phrase. It appears to be, however, the only possible correct transcription of the word, to give the "entiled" used by Lincoln. It will be noted that Lincoln erred in the spelling of "referred," using "refered" in the clause, "Said Withers also took with him the exhibit (B.) before refered to—." Said clause will be found near the end of the affidavit.

State of Illinois } ss. In the Champaign Circuit Court
Champaign county }

To the term of October A. D. 1843

The President Directors & Company of The State Bank of Illinois Compl'ts vs James W. T. Mitchell, Huldah A. Mitchell, & others, defendants } In Chancery on bill to foreclose

To William. P. Withers,

Sir ,

You are hereby notified that on the second day of the next term of the aforesaid circuit court, (to be holden at Urbana, with and for the aforesaid county of Champaign, on the first Monday in the month of October next) or on some other day during said term, the complainants in the above entitled cause, by their Solicitor, will move the said court, to set aside, vacate and annul the sale made to you on the 29th day of June last past, by the commissioners in the decree in the above entitled cause mentioned, of the land in the said decree described, on the grounds of fraud & misrepresentation in the purchase thereof; when and where you may attend if you see proper &c

J.B. Thomas
complts' Solr.

Springfield
Aug. 1. 1843.

State of Illinois } ss
Champaign county }

Wells Colton, being first duly sworn states on oath that he served the within notice on William P. Withers by delivering to said Withers a full and correct copy of all that is within written, including said notice, on the 11th day of September A.. D. 1843

Wells Colton

Sworn to and subscribed before me at my office in Urbana this 3rd day of October A D 1843.

T. R. Webber, clerk Champaign Cir: Court

Bank
vs } Notice
Mitchell

Filed Oct. 3. 1843
T. R. Webber
Clerk

The President Directors, & Company of the State Bank of Illinois, complts
vs
James W. S. Mitchell Huldah A. Mitchell & others Defendants
} In chancery On Bill to foreclose

The complainants in this case move the court to reject the Report of the commissioner herein, and to set aside, vacate and annul, the sale of the lands in the decree mentioned, made to William P. Withers by the said commissioner on the 29th day of June, A. D. 1843, on the ground of fraud in the purchase thereof by said Withers and to make such further order or orders in the cause as equity may require &c

Lincoln for
Complts —

Bank
vs } Mo. to reject
Mitchell

Filed Oct. 3. 1843
T. R. Webber
Clerk

State of Illinois } ss
Champaign county }
In the Champaign circuit Court

The President, Directors & Company of The State Bank of Illinois, Complts
vs.
James W. S. Mitchell, Huldah A Mitchell & others, defendants
} In Chancery On Bill to foreclose &c.

Thomas R. Webber, being first duly sworn, states on oath that by the decree of the court

in the above entitled cause, he, this affiant, was appointed commissioner to sell the lands in the said decree described; that on the 29th day of June last, being the day on which said lands were to be sold, according to advertisement, a Mr. Leverick of the firm of Palmer & Leverick of Danville, Ills. attended in Urbana, where said lands were to be sold for the purpose, as affiant was informed and believes, of bidding for, and purchasing said lands; that some other persons attended at the same time and place, for the purpose, as affiant was informed and believes, of bidding for and purchasing some part, or parts of said lands — that at the same time and place one William P. Withers also attended, having then and there in his possession and exhibiting to this affiant, a certain writing bearing date May 8 - 1843, and signed "J. B. Thomas" which writing is made an exhibit, marked (B.) in a certain affidavit of Jesse B. Thomas, entiled of the above cause, & sworn to before the clerk of the Sangamon circuit court on the 26th day of August 1843 — that said Withers represented himself as acting as the friend, and for the benefits of the said James W. S. Mitchell, and as affiant believes, induced the said Leverick and others, to not bid for said lands, or any part thereof, that when the hour of sale arrived, affiant offered said lands at public sale, when & where the said William P Withers, being the only bidder became the purchaser of the whole of said lands for the sum of six hundred dollars. Affiant further states that he made a deed for said lands to said Withers and delivered it to him at the time, but that said Withers returned said deed to affiant to be kept by him, till said Withers should pay over the amount of his said purchase which he had not then done; that affiant then wrote a letter to Jesse B. Thomas, the same which is made exhibit (C.) in said Thomas' aforesaid affidavit, and delivered it to said Withers who was then starting for Springfield, & who promised to bear said letter to said Thomas — Said Withers also took with him the exhibit (B.) before refered to — Affiant further states that he verily believes said lands were then, and are now, worth much more than six hundred dollars; that he believes they would have sold for more at the sale aforesaid, but for the interference of said Withers;

and that he believes they will, at a fair sale, command a much larger price than six hundred dollars —

T. R. Webber.

Subscribed & sworn to
before me this 3rd day
of Oct. 1843

S. H. Treat. Judge &c.

SPEECH BY LINCOLN AT WHIG BARBECUE, OCTOBER 6, 1843

The Whigs of Morgan county had accepted Lincoln's challenge of May 11, *and, Sangamon having given Hardin twice as large a majority as Morgan in the congressional election, to pay the bet invitations were duly issued to all Whigs of Western Illinois to have a part in a barbecue at Jacksonville on October* 6. *In addition to the roasted oxen there were several platforms from which Lincoln, Baker, Hardin and others spoke, and, while the estimate of Whig editors that there were* 12,000 *in attendance probably ran ahead of the facts, it is clear that great crowds listened to their speeches.*

These were not reported, but one passage in Hardin's address no doubt had Lincoln's hearty approval, for he declared that he would not again be a candidate for Congress, stating that his law practice demanded all his time. The Missouri Republican of October 12 *described the Jacksonville barbecue as a "splendid affair," but in its issue of November* 20, *the Illinois Statesman, the local Democratic newspaper, found little to commend in the Whig gathering. "We have been very remiss," its editor wrote, "in not stating to our readers before that there were some remarkable Whig outpourings at the Jacksonville barbecue. The new cider flew about profusely. The Hon. Mr. Hardin delivered himself of his usual number of coon anecdotes. . . . Mr. Lincoln also made a speech. Mr. Baker literally demolished every Locofoco."*

COMPLAINT OF PLAINTIFF, SUIT OF MILES VS. WEBB AND ROGERS, MENARD CIRCUIT COURT, OCTOBER 24, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

This complaint although drawn by Lincoln does not appear to have been filed by him as upon October 23, 1843, *he was at-*

tending the Christian circuit court at Taylorville. The defendants defaulted when the case came to trial at Petersburg on November 6 and the court gave the plaintiff, Lincoln's client, judgment for $368.60.

State of Illinois
Menard Circuit Sct:

George W. Miles, plaintiff, states that he holds a note on the defendants, John Webb, and Thomas Rogers in substance as followeth:

"$368.60 One day after date we or either of us promise to pay George W. Miles or order three hundred and sixty-eight dollars and sixty cents with twelve per cent interest from date for value recd. our hands & seals

John Webb (seal)
Thomas Rogers ( )

Petersburg Ill. April 20th 1843—"

Yet the same debt remains unpaid, wherefore he prays judgment for his debt and damage, for the detention of the same, together with his costs—

Logan & Lincoln p.q.

Time 6 months & 16 days

Interest on $368.60 for 6 months	$22.11
oo oo 368.60 " 16 days	1.96
	$24.07

ASSIGNMENT OF JUDGMENT IN THE SUIT OF BAGLEY VS. VANMETER, COLES CIRCUIT COURT, OCTOBER 27, 1843

(Herndon-Weik Collection)

This document is in the hand of Lincoln, with the exception of the signature of James H. Bagley. The case was tried before a jury in Coles circuit court on October 16, 1843, *with Lincoln and Usher F. Linder appearing for Bagley to whom the jury awarded a judgment of* $80.00. *In view of the court record it seems strange that the judgment should have been unknown on October* 23, 1843 *but Bagley may have meant the amount which could be collected, rather than the amount of the judgment rendered. It was also on October* 16, 1843, *that Secretary of State Upshur formally proposed annexation to Isaac*

Van Zandt, the Texan agent at Washington. Again on October 19, *an event of more immediate interest to Attorney Lincoln, Simeon Francis wrote John J. Hardin that the Whigs of Springfield would hold a "love feast" to celebrate the success of their party in the recent elections in Georgia.*

In the coles circuit court

James H. Bagley
vs.
Isaac Vanmeter } Tresspass on the case of Slander

Of whatever judgment may be obtained in the above entitled cause, for value received, I assign twenty dollars to Usher F. Linder, and thirty dollars to Logan & Lincoln if said judgment shall amount to so much.

James H. Bagley

Oct. 27th 1843.

BILL TO FORECLOSE, IN THE SUIT OF WRIGHT VS. DRENNAN AND BRADLEY, SANGAMON CIRCUIT COURT, NOVEMBER 1, 1843

(Herndon-Weik Collection)

With the exception of the date of filing this bill to foreclose and the verso notations are from the pen of Lincoln, attorney for Erastus Wright. No court records are available, but it is possible that it is one of eight debt cases Erastus Wright engaged Logan & Lincoln to prosecute in November, 1843. *On their motion all of the eight cases were dismissed. As will be seen on the verso, the bill was filed on November* 1, 1843, *and it seems likely that it was one of the eight bills dismissed later in the month, possibly on November* 20.

To the Honorable, the Judge of the Sangamon circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator, Erastus Wright late the School commissioner of Sangamon county, and who now sues for the use of the inhabitants of Township No. Fourteen North of Range No Five West of the Third principal Meridian, in said county, that one Thomas Drennan, on the seventh day of November, in the year of our Lord one thousand eight hundred and thirtyseven, in consideration of money loaned, made his certain promissory note in writing, for the sum of one hundred

and ten dollars, with interest thereon, at the rate of twelve per cent per annum from date until paid, and, for greater certainty, said note is herewith filed marked (A.) and prayed to be taken as part of this Bill — Your orator further states that to secure the payment of said sum of money in said note specified, the said Drennan executed to your orator his mortgage deed on the following described real estate towit: Lot No. Eight, being the South West quarter of the North West quarter of Section No. Sixteen in Township No. Fourteen North of Range No. Five West of the Third Principal Meridian, in Sangamon county, but by mistake in said mortgage, stated to be in " Ills. county" and which mortgage deed, for greater certainty, is herewith filed, marked (B.) and prayed to be taken as part of this Bill — Your orator further states that said note, although long since due, has not been paid, nor the interest thereon, except the sums indorsed on the back of said note, and which indorsements, are prayed to be taken as part of this Bill — Your orator further states that he is informed and believes that one Franklin Bradley makes some claim to said land in said mortgage described, by a purchase made subsequently to said mortgage—

In tender consideration of all which, your orator prays that said Drennan and said Bradley, be made defendants to this Bill; that the People's writ of subpoena issue for them; that they be required, to appear, answer &c. and that on a final hearing of this cause, yor Honor will decree, that the said Drennan pay to your orator for the use of the inhabitants aforesaid, the amount of principal and interest then due on said note, that the equity of redemption of the said Drennan, and all right of the said Bradley, in and to said land, be forever barred and foreclosed, and that the same be sold to pay the sum so decreed to be paid your orator, as well as subsequently accruing interest, and the cost of this suit, and that your Honor will grant such other and further relief as equity may require and as in duty bound &c—

Logan & Lincoln, for
complainant—

Erastus Wright, late School
commissioner, for Sangamon
county for the use of the
inhabitants of Township

No. 14 North of Range
No. 5 — West —

vs } Bill to foreclose

Thomas Drennan &
Franklin Bradley
Filed Nov. 1st 1843
J Calhoun clk.

DECLARATION IN THE SUIT OF SCHOOL COMMISSIONERS VS. DOYLE ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1843

(Herndon-Weik Collection)

Lincoln drew up this declaration, and penned the verso notations. The other notations are from the pens of court clerks. In the first paragraph, Lincoln wrote, "that they render unto him the sum of one hundred dollars," but crossed out the word, "one," and substituted "two." This is strange in view of the fact that the agreement quoted by him, called for payment of one hundred dollars. If the error was an oversight, or, if error it was, it was an oversight seldom to be discovered in the Lincoln legal papers. The use of the double period under the "o" in "No." and under the "c" in "Mauce." has been found to have been characteristic of Lincoln, and it is seen that "A.. Lincoln" was not the only writing in which he employed the double period. James F. Reed was the leader of the Reed-Donner party which set out for California in 1846. *No court record has been made available for this case.*

State of Illinois }
Sangamon county }

Of the November term of the Sangamon circuit court in the year A. D. 1843 —

The School commissioner of the county of Sangamon, plaintiff, complains for the use of the inhabitants of Township No. Sixteen North of Range No. One West, plaintiff, complains of Maurice Doyle, James F. Reed, and John S. Roberts, defendants, being in custody &c. of a plea that they render unto him the sum of two hundred dollars,

which they owe to and unjustly detain from him — For that whereas the said defendants, heretofore towit, on the thirteenth day of November, in the year of our Lord one thousand eight hundred and fortytwo, at Springfield, Ill. towit, at the county aforesaid, by their certain writing obligatory, sealed with their seals, and now shown to the court, the date whereof is the day and year aforesaid, bound themselves to the plaintiff, as followeth, towit

" $ 100- Springfield. Ill. Novber 30th 1842
Twelve months after date, we jointly and severally promise to pay the School commissioner and Agent for the inhabitants of the county of Sangamon, or his successor in office, for the use of the inhabitants of Township No. 16. North Range No. 1. West the sum of one hundred dollars and ——— cents, and interest thereon at the rate of twelve per cent per annum, to be paid semi-annually in advance from date until paid: and if additional security to this obligation be required, the same shall be given to the satisfaction of said commissioner or his successor —

Witness our hands and seals.

Mauce Doyle (Seal)
James F. Reed (Seal)
Jno. S. Roberts (Seal)"

And the plaintiff avers that said writing obligatory was executed by said defendants for money loaned to them by the School commissioner of Sangamon county; and he further avers, that interest has not been paid on said writing obligatory according to the tenor and effect thereof, and he further avers that he did, on the twenty-sixth day of October, in the year of our Lord one thousand eight hundred and fortythree, at the county aforesaid, require of the said defendants additional security for the payment of the sum of money in the said writing obligatory specified, and that said defendants then and there failed to give such additional security—

Whereby an action hath accrued to the said plaintiff to demand, and have of and from the said defendants the said sum of money in the said writing obligatory specified and all interest accrued thereon— Yet the said defendants (although often requested so to do) have not paid the said sum of money in the said writing obligatory specified, or any interest thereon, but sotodo

have hitherto wholly neglected and refuse and still do neglect and refuse— To the damage of the said plaintiff of one hundred dollars and therefore he brings his suit &c.

Logan & Lincoln p. q.

School commissioner

vs } Declaration

Mr. Doyle & others

Filed Nov. 3. 1843

J. Calhoun,

Clerk

Nov T/43

Debt

LETTER OF LINCOLN TO JOHN McNAMAR, NOVEMBER 3, 1843

This letter to John McNamar who had preceded Lincoln as a suitor for the hand of Ann Rutledge has to do with a letter Lincoln had received from one Josiah L. James. It again shows that Lincoln and McNamar remained on a friendly footing, mutually helpful, through the years.

Tremont Nov. 3, 1843

Mr. Lincoln

Dr Sir

You will oblige me by paying taxes on the land herein described for the year 1842.

Viz. N. W ¼ &
E½ of SW ¼ of S. 28.
Town 19—R 5 West #

If any thing shd prevent your attending court at Petersburgh please to hand this memo to some friend with the above request— & advise me thereof by private conveyance.

Will you inquire if this land was taxable last year. I mean if any taxes were due in 1841.

I enclose five dollars—to cover taxes and charges.

Respectfully
I am
Josiah L. James

Entered by John Mc Gill
Friend McNamar:

You will see the object of the above letter. As it speaks for the Tax of 1842, I had supposed the land was already sold, but, so far as the Returns in the Auditor's Office shows, it has not. It may be that James meant the year 1843. I wish you would examine; and if the taxes have been paid up to the year, apply the enclosed money, or enough of it, to the payment of the tax of this year & send me the receipt by mail.

Write the condition in which it stands at any rate.

Yours as ever

A. Lincoln

PLEA NO. 1 IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1843

(Herndon-Weik Collection)

This plea was penned either by Peck or Brayman as were the cover notations with the exception of the date of filing. The replication and joinder of November 3 or 4, 1843, given below, make clear the necessity for its reproduction in this place.

State of Illinois } In the circuit Court of Said
Sangamon County ss. } County of March Term 1843.—

James M. Maxcy, *impleaded with* James Shields and Milton Carpenter ads. } Trespass
Egbert M. Mallory } Plea —

And the Said defendant, James M. Maxcy, impleaded as aforesaid, comes and defends the force and injury, when, &c. and Says *actio non,* because he says, that at the time of the taking of the Goods, and chattels in the said Plaintiffs declaration mentioned, he was the deputy and Servant of William F. Elkin, then and Still Sheriff of Said County, and as such deputy, fully authorized to Serve and Execute process, in the name and under the direction of Said Sheriff, and to do and perform other acts and duties pertaining to the office of Said Sheriff——that in taking the goods and chattels in the said declaration mentioned, he acted under the direction of Said

Sheriff and by virtue of a certain writ of attachment issued out of, and bearing the Seal of the circuit Court of Said County of Sangamon, at the Suit of Milton Carpenter, Treasurer of the State of Illinois transmitted to the Sheriff of Said County of Sangamon, commanding him to attach &c the goods and chattels &c of Milton H Wash, Said writ being issued on the 16th day of July 1842 returnable on the 4th Monday of the Same month at the July Term of Said Court—and further, that after the taking of the Said goods and chattels according to the command of Said writ he did as such Deputy Sheriff, deliver the said Goods and chattels, into the custody of the Said Wm. F. Elkin Sheriff as aforesaid, in discharge of his duty in the premises. And he further Says that the Said Goods and chattels in the Said declaration mentioned, were not at the time the same were taken the property of the Said Egbert M. Mallory, but of one Milton H. Wash, against whom the Said writ of Attachment was issued, at the Suit of the Said Milton Carpenter, Treasurer of the State of Illinois as aforesaid, and that he took the Same as the property of Said Wash, being aided advised and directed therein by the Said defendants, Shields and Carpenter. And this the Said defendant, impleaded as aforesaid, is ready to verify, wherefore he prays judgt if the Said Plaintiff ought to have or maintain his aforesaid Action against him &c.

Peck & Brayman
Attys for Dft
Maxcy

Jas. M. Maxcy
impleaded
ads.
E. M. *Mallory*
Plea No. 1.
Filed Nov 3 1843
J Calhoun
Peck & Brayman

PLEAS AND NOTICE NO. 2, SUIT OF MALLORY VS. MAXCY, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1843

This plea and notice were the work of either Brayman or Peck, as were the cover notations. Peck of Peck & Brayman was Ebenezer Peck, a prominent member of the Chicago bar, and

a long time friend of Lincoln, they having met at Vandalia in 1838 *while members of the Illinois Legislature. It was in the Peck home in November,* 1860, *that Lincoln met Vice President-elect Hamlin. Later Lincoln made Peck a judge of the United States court of claims.*

The inclusion of this document is important as the only available record of the final verdict in the case of Carpenter vs. Wash et al. The answer in that case will be found in the document dated December 31, 1842, *while the replication is dated March* 16, 1843. *Both documents are included in the present work. A judgment for* $882 *and costs was rendered in favor of Carpenter at the July,* 1842, *term of the Sangamon circuit court, after a hearing of Carpenter vs. Wash et al. The case of Mallory vs. Maxcy et al grew out of the execution by the sheriff in the case of Carpenter vs. Wash et al. James M. Maxcy was a prominent Whig of Sangamon county, and a delegate with Lincoln to the convention which nominated Baker for Congress in May,* 1844. *William H. Herndon married into the Maxcy family, his wife having been Mary J. Maxcy.*

State of Illinois } In the Circuit Court of
Sangamon County } Said County of March T. 1843.

Milton Carpenter
James Shields, impleaded with
James M Maxcy
ads
Egbert M. Mallory

Trespass.
Plea & notice

And the said Milton Carpenter and James Shields, impleaded with the said James M. Maxcy come and defend the force and injury when &c, and say that they are not guilty of the Said Supposed Trespasses, above laid to their charge, or any, or either of them, or any part thereof, in manner and form as the Said Plaintiff hath above thereof complained against them:

Peck & Brayman
Attys for Defts
Carpenter & Shields

To Egbert M. Mallory Plaintiff &c.

Please to take notice that the said defendants Milton Carpenter and James Shields, impleaded as above with the Said James M. Maxcy, will insist upon and prove on the trial of the above intitled cause, under the Plea above pleaded, that

on the 16th day of July 1842, Milton Carpenter Treasurer of the State of Illinois caused a writ of attachment to be isued out of the Circuit court of Said County, bearing the seal of said court in the usual form, against the Goods, chattels, &c, of one Milton H. Wash — that said writ of Attachment , when issued, was placed in the hands of James M. Maxcy then a deputy Sheriff of Said County fully empowered and authorized to Execute process &c. in the name and in behalf of the Sheriff. of Said County, for Execution— that said Maxcy, under the direction of these defendants, took the goods and chattels in the Plaintiffs declaration set forth, as the property of Milton H. Wash—that Said attachment was duly returned, and at the July Term 1842 of the circuit court of Sangamon County, the said Milton Carpenter Treasurer of State, recovered a judgment against Said Milton H. Wash for the sum of $ 882. & costs— that an Execution was duly issued in that cause, and the Said goods and chattels in the Said Plaintiffs declaration mentioned, Sold thereon according to Law by the Sheriff of Said County for the Sum of $ 222. —

The Said defendants will further show that said Goods and Chattels, were the property of Said Milton H. Wash and not the property of Said Plaintiff— and that the claim of Said Plaintiff if any he has, is founded on fraud and by collusion with said Wash for the purpose of defrauding the defendants and defeating any claim which they, or Either of them— or the Said Milton Carpenter Treasurer of State, then had, or might have, against said Wash. And the Said defendants will further show and prove on the trial of this cause, that the claim of the Said Milton Carpenter Taken as aforesaid against the Said Wash was created and had Existence, before the said Mallory had or pretended to have, any claim upon said property in his declaration mentioned — that Said Wash had been guilty of embezzlement and forging to the injury of these defendants, and of said Milton Carpenter, Treasurer as aforesaid, and that Said Plaintiff knew that said Wash was suspected, and charged therewith, and that with that knowledge he aided and advised said Wash in his escape from justice, and in Secreting and concealing the property of Said Wash from the Claims of his creditors.

And that, both at the time when said property was taken and when it was sold, said Mallory knew of the same but made no claim to said property, nor took any legal or other steps to save

his interest therein (if any he had) or apprise these defendants of such claim. And further that if any Service or consideration was rendered or paid to said Wash (which is denied) it was not so rendered or paid until after the said Plaintiff had notice of the claims of these defendants and of the taking and sale of the Said property.

Peck & Brayman
for defts
Carpenter & Shields

Mallory
vs
Maxcy et al

Plea & notice
No. 2.
Filed Nov. 3. 1843
J Calhoun
Peck & Brayman
Defts Attys.

PLEA NO. 2 IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1843

This plea appears to be in the same handwriting as that of No. 4 filed on the same date. The cover notations are manifestly the work of a clerk. Although signed with the name "J Calhoun" the signature is not in his handwriting.

PLEA NO. 3 IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1843

This plea appears to be in a different hand than either of those which penned the other pleas and notice reproduced in this place. The cover notations were no doubt the work of a clerk or member of the firm of Peck & Brayman.

Milton Carpenter and James Shields impleaded with James M Maxcy
ads
Egbert M Mallory

Sangamon County
Circuit Court
March Term 1843
Trespass

And for further plea in this behalf the said defendants Mil-

ton Carpenter and James Shields impleaded as aforesaid come and say that the said plaintiff ought not to have or maintain his said action against them because they say that before and at the time of the commission of the supposed trespasses in the said declaration mentioned, the said articles and effects therein mentioned and described, were not the property goods and effects of the said plaintiff but were the property goods and effects of one Milton H Wash, and this the said Milton Carpenter and James Shields are ready to verify wherefore they pray judgment if the said plaintiff ought to have or maintain his said action against them &c

Peck & Brayman
Attornies for said
Carpenter & Shields

Egbert M Mallory
vs
Jas M Maxcy et al
Plea No. 3 —
Filed No. 3, 1843
Peck & Brayman
Dfts Atty

PLEA NO. 4 IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 3, 1843

This plea is from the hand either of Peck or Brayman, and the same holds good of the cover notations.

Milton Carpenter impleaded with Jas. Shields & Jas M Maxcy ads Egbert M Mallory	Sangamon Circuit Court March Term 1843—

And for a further plea in this behalf the said defendant Milton Carpenter impleaded with James Shields and James M. Maxcy comes and says that the said plaintiff ought not to have or maintain his said action against him because he says that before and at the time of the commission of the supposed trespasses in the said declaration mentioned the said Milton Carpenter was treasurer of the State of Illinois and that one Milton H. Wash was indebted to this defendant as such Treasurer and to the said State of Illinois in a large sum of money, to wit, the sum of eight hundred and eightytwo dollars and that the said Milton

Carpenter as such treasurer of State sued out of the Circuit Court of Sangamon County an attachment in that behalf against the goods and chattels of the said Milton H. Wash, and under and by virtue thereof, caused the said articles and effects in the said declaration mentioned to be seized and attached as the property, goods and chattels of the said Milton H. Wash, for the benefit of the said State of Illinois, the said Milton Carpenter, averring that the said articles and effects in the said declaration mentioned then being the property, goods and chattels of the said Milton H. Wash, and not the property, goods and chattels of the said plaintiff, that the claim of the said plaintiff if any he has, is founded in fraud and collusion and by connivance with the said Milton H. Wash to defeat and injure this defendant and the said (State) of Illinois, and this the said Milton Carpenter is ready to verify— Wherefore he prays judgment if the said plaintiff ought to have or maintain his said action against him &c.

Peck & Brayman
Attornies for Carpenter

M Carpenter impleaded
with J Shields & J M
Maxcy
ads
E. M. Mallory
Plea No 4.
Peck & Brayman
Dfts. Attys.

GENERAL REPLICATION IN THE SUIT OF MALLORY VS. MAXCY ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 3 OR 4, 1843

(Herndon-Weik Collection)

With the exception of the signature, "Peck &Bra," for "Peck & Brayman," this general replication was penned by Lincoln. It is dated as of November 3 *or* 4, 1843, *as the pleas in this case were filed on November* 3, 1843. *The necessity of the inclusion will be seen in relation to this document, for it has slight meaning without the pleas to which it refers. On March* 22, 1843, *the defendants moved that Mallory show cause why he should not give a bond for security. Archibald Trailor, one of the Trailor brothers, gave the bond. The cause was continued on March* 27, 1843, *and on November* 14, *Mallory made demurrer to the defendant's plea No.* 3, *dated November* 3, 1843. *The demurrer was sustained by*

the court, and the case concluded on November 14, 1843, *with Mallory taking a non-suit, and the defendants recovering their costs in the case.*

Mallory
vs
Carpenter
& others

In trespass —

General Replication & Joinder to the 1st 2nd 4th & 5th pleas—

Logan & Lincoln p q—
Peck & Bra

ORDER TO SELL REAL ESTATE DRAWN BY LINCOLN, ISABELLA WILCOX VS. HEIRS-AT-LAW OF BENJAMIN WILCOX, MENARD CIRCUIT COURT, NOVEMBER 8, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

The Menard circuit court began a three-day term upon November 6, 1843. *Upon the third day of the term the court granted the petition to sell real estate in the suit of Wilcox vs. Wilcox et al, and Lincoln as attorney for the complainant filed his report.*

Isabella Wilcox, Admx &c
vs.
Eliza Wilcox, &
others, heirs-at-law of
Benjamin Wilcox, decd.

On Petition to sell
Real estate—

This day came the Petitioner and it appearing to the court that due notice of this application has been given to all of the defendants named in said Petition and Thomas L. Harris—who has been appointed *guardian ad litem,* to the minor defendants, William C. Wilcox, Martha Wilcox, John Wilcox, Samuel Wilcox, & Henry Wilcox, having filed his answer to said Petition saying that he has examined said Petition & papers therewith filed and that he sees no reason consistent with the interest of his said Wards why the prayer of said Petitioner should not be granted, and the court being satisfied that the allegations of the Petition are true

It is ordered by the court that the lands in the Petition described, towit the East half of the South East quarter of Section Eighteen, the North West quarter of the South West quarter of Section Seventeen; the West half of the North West quarter of Section Seventeen, all in Township Eighteen North of Range Six West of the Third Principal Meridian, in Menard county, or so much as may be necessary be sold to pay debts as in said Petition prayed, that said sale be made on a credit of six and twelve months—that the Petitioner make conveyances, and take bond, security & mortgage on the premises, to secure the purchase money, and that she report her proceedings herein to this court—

Isabella Wilcox admx
vs. } on Petition for sale of Real Estate
Eliza Wilcox & al.

Order of Court
Filed Nov. 8th 1843
N. Dresser clk

COMPLAINT BY LINCOLN IN THE SUIT OF TIBBS VS. MILLER, MENARD CIRCUIT COURT, NOVEMBER 9, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

The first day of a term of the Menard circuit court begun upon June 3, 1844, *the defendant, George Miller, defaulted in this case, and the court ordered him to pay John Tibbs, the client of Logan & Lincoln,* $114.65 *debt and damages. It is interesting to note that the court adjourned in the afternoon to enable John Calhoun and Edward D. Baker to debate the political issues of the hour, and that in the evening Lincoln spoke at length on the tariff, a subject to which he was then devoting much thought and study.*

State of Illinois }
Menard circuit, } Sct.

John Tibbs, plaintiff, states that he holds a note on the defendant, George Miller, in substance, as followeth towit.

"On or before the 25th of December 1841 I promis to pay John Tibbs, one hundred dollars for value recevd of him this 15th of June 1841

his
George Miller"
mark

Yet the same debt remains unpaid, wherefore he prays judgment for his debt and damages for the detention of the same together with his costs—

Logan & Lincoln p.q.

29 Months & 9 days
interest at 6 per cent $14.65

PLEA OF DEFENDANT IN THE SUIT OF BALL VS. FIELD, SANGAMON CIRCUIT COURT, NOVEMBER 13, 1843

(Herndon-Weik Collection)

In the document here reproduced the words "And the plaintiff doth the like—Logan & Lincoln p.q.—," are the only ones in the hand of Lincoln. The case was decided in favor of Ball, the client of Lincoln. Two events of present or future meaning for Attorney Lincoln occurred in early November, 1843. *On November* 5 *Fremont's second exploring expedition reached The Dalles in Oregon, and three days later at the college town of Andover, Massachusetts, Daniel Webster delivered a weighty and carefully prepared address which when published found at least one appraising reader in Springfield. "Father is gone today to make a Whig speech at Andover," Webster's daughter, Julia wrote in her diary on November* 19. *"All the world will be there." In truth great crowds assembled on a raw and depressing day to listen to the masterful orator who a few months earlier had retired from Tyler's Cabinet when it became obvious that the President had broken with the Whigs. Now he sternly protested the attacks which had been made upon him for remaining overlong in office. "I am," he declared in closing, "a Whig, a Massachusetts Whig, a Faneuil Hall Whig, and none shall have the power, now or hereafter to deprive me of the position in which that character places me." The Whigs of New England were quick to restore their favorite son to full party fellowship; but, the sequel proved that his cherished ambition to be President had been dealt a final and fatal blow.*

Sangamon Circuit Court,

Japhet A Ball

November Term 1843

v

Frederick Field } case

And the said defendant comes and defends by his attorney—the wrong and injury, when &c and saith that he is not guilty of the said supposed premises above said to his charge, or any part thereof, in manner and form as the said Plaintiff both above thereof complains against him. And of this he the said defendant puts himself upon the County &c.

1421

Robbins & Snider

And the plaintiff doth the like—

Logan & Lincoln p. q—
866

J—Ball

vs.

F. Field

Filed Nov 13th 1843
J Calhoun Clk

PLEA OF ROBERT ALLEN BY LOGAN & LINCOLN IN THE SUIT OF TAYLOR & BARRET, VS. TAYLOR, SANGAMON CIRCUIT COURT, NOVEMBER 15, 1843

The day on which the plea here reproduced was filed was a busy one for Logan & Lincoln. During the day they obtained judgments for their clients totaling $449.74 *in seven cases—four of their cases were dismissed—one continued and in two they were ruled to plead as they did on the following day when they won six other cases, in one of which, Constant vs. White, they secured a judgment for* $1200. *for their client.*

Robert Allen, impleaded
with John Taylor &
Richard F. Barret
ads.
Elijah Taylor

And the said defendant Robert Allen, comes and defends the wrong and injury when where &c. and says plaintiff *actio non,* because he says he did not undertake and promise in manner and form as the said plaintiff in his said declaration hath alleged against him, and of this he puts himself upon the country &c.

Logan & Lincoln p.d.

And the said Plff doth the like

State of Illinois }
Sangamon County } ss.

Robert Allen, being first duly sworn, states on oath, that the above plea by him pleaded is true in substance and in fact—and that the note in the declaration mentioned was not executed by affiant, or by any person authorized by affiant so to do—

Robert Allen.

Subscribed & Sworn to
before me this 15th day
of November 1843.
J. Calhoun Clk.

INSTRUCTIONS TO THE JURY IN THE SUIT OF BELL & COMPANY VS. HALL, TAZEWELL CIRCUIT COURT, NOVEMBER 25, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

This was one of many cases conducted by Logan & Lincoln for Bell & Company, and it was not an uncommon practice for Lincoln to draft the instructions of the court in a particular suit. Logan & Lincoln had secured a judgment against Hall upon September 16, 1842, *but the matter was not brought to a conclusion until November* 25, 1843.

The court instruct the jury:

That if they believe from the evidence that Hall, when he got the note, did not buy it, but *paid* it *for* Perkins, Looking to Perkins to make him the proper allowance, they are to find for the defendant—

James Bell & Co. vs. William Hall } Judgment in Tazewell circuit court, for $150. 15 of date 16th Sept. 1842—

In this case the clerk, will enter a credit on said judgment of $145-37 cents as of date 25th November A.D. 1843—

Logan & Lincoln. p.q.

AMENDED BILL AND ANSWER OF WARE IN THE CHANCERY SUIT OF TODD VS. WARE, SANGAMON CIRCUIT COURT, NOVEMBER 25, 1843

(Herndon-Weik Collection)

The only writing in this document which is not from the pen of Lincoln is the signature, "J Calhoun clk." The date of filing was penned by him and he placed the characteristic double period after the abbreviation, "Nov..". This may not be one of the great writings of Lincoln, but it is strangely full of the man. Here we see him aroused by injustice, as he was in the case of Patterson et ux vs. Edwards et ux. But strangely, the person Lincoln enters into this paper, as he does not enter into the case for slander. There is more frequent use of the first person "I" than is found in most Lincoln documents and writings. The language is not the formal wording of a legal paper, but a language that had source in the feelings and opinions of Lincoln.

The passage, "and when questioned as to the endorsement on the notes, he manifestly prevaricates—manifestly attempts to cheat his conscience and his God, with the mere literal import of his language, while he substantially and intentionally falsifies," is not the usual language of legal papers of the day; it is the language of an aroused man—aroused by what he considered an attempt to cheat justice. And the passage was written in regard to Erastus Wright, for whom Lincoln was handling eight debt cases in 1843.

Men seek for the explanation of Lincoln's mastery of words, and it is found in the growth of his style, and constant use of words, but in none of his writings does Lincoln the grammarian and student of words appear so clearly as in this document, and Patterson et ux vs. Edwards et ux. Here law is based on study of grammar as in "For what is this sudden change of the tenses?" There is reference to the use of tenses, as in, "The former in the PRESENT, *the latter in the* PAST *tense." Here Lincoln underlined the words to show clearly the difference in meaning presented by*

tense usage. Arresting for a man with slight formal education to introduce grammatical usage into law. The definition of words such as receivable and currently reveal a Lincoln who built a sturdy foundation for his written masterpieces in his use of language in the law. Lincoln, master of words, had birth in his early writing and constant study of words.

The reference to J. J. Marshall 5 *and* 7 *Monroe is made with regard to cases given in the* Kentucky Reports. *The citation of authorities in this lower court case does not prove conclusively that Lincoln used authorities with great frequency in lower court cases, but it does prove that he gave careful heed to cases in the circuit courts. It may be true, as his contemporaries claim, that Lincoln did not rely on citation of authorities but this does not disprove the fact that he was an outstanding lawyer, for as Walton H. Hamilton has written, "Any lawyer who knows the indices can muster precedents in imposing array; the length of his list of citations is limited only by his industry." It would seem Lincoln did not rely on logic and reason alone, but could cite good authorities if necessary. He spared no pains to win this case using grammar, reason, word study, and authorities to gain a victory. The reaction of Todd, his father-in-law, is not known, but he must have appreciated the fact that Lincoln made an unusual effort to gain the day for him.*

The answer of Ware appears to be in the handwriting of Judge A. W. Manning, and is at times almost unreadable. It was signed by Ware. The attest to the swearing of the answer was penned by Manning, and signed by him with an undecipherable signature. Only in reading the part of the document penned by Clerk Johnston do we discover the name of the judge. Johnston wrote a neat hand, and his work is one readable part of this paper. Another is the filing date penned by Clerk Calhoun. Although this answer was filed three days after the amended bill of Todd, it seems that Lincoln was aware of all of the facts contained in it, and that this was one of the arguments by Ware that aroused in him the anger behind the amended bill of Todd. There is not conclusive evidence that this was the answer which caused Lincoln to discourse on the definition of words, but it would seem he was pointing his argument at this paper, and all other answers by Ware. Ninian W. Edwards, the agent of Robert Todd, was like Lincoln, a son-in-law of the Lexington gentleman. He had married Elizabeth Todd, older sister of Mary Todd Lincoln.

Robert S Todd
vs.
Nathaniel A Ware
} In chancery in the Sangamon circuit court—

This is a suit in chancery commenced by Todd vs Ware, praying that three several promissory notes, and a morgage to secure them, held by Ware against Todd, may be delivered up to be cancelled—

The grounds charged, upon which this prayer is based, briefly are—

That at the time the notes and mortgage were delivered a writing was executed as a part of the same transaction, stipulating that the notes might be discharged in *current bankable paper receivable on deposite at the State Bank of Illinois at Springfield,* which writing is made exhibit (B) in the Bill—That the substance of said stipulation was at the time endorsed on the notes—That subsequently Todd tendered full payment of the notes in the paper of the said Bank and that said paper was at the time of the tender, current bankable paper, receivable on deposite at the State Bank of Illinois, within the meaning of the stipulation— That Ware refused the paper so tendered, and still holds the notes & mortgage—

The defendant by his answer, denies that the stipulation in writing was a part of the same transaction with the delivery of the notes, and denies that the paper tendered, was current bankable paper receivable on deposite at the State Bank of Illinois at Springfield, at the time it was so tendered; and admits all the rest of the Bill— Consequently it lies upon the comant to prove, First:

That the stipulation in writing was part of the same transaction with the delivery or execution of the notes, and Second:

That at the time of the tender, the paper of the State Bank of Illinois, was current bankable, paper receivable on deposite at said Bank within the meaning of the stipulation—

As to the first, I insist that the denial of the answer is no proof for the defendant; because that denial is made, not upon the knowledge of the defendant, who swears to it, but upon the information of a third person — I also insist that the first issue is fully proved by the deposition of Edwards, to which I refer the court upon that point — Edwards also

fully proves the endorsement on the notes — The deposition of Wright, although it expressly declares, that the making of the stipulation was no part of the same transaction with the delivery of the notes, when viewed throughout, can hardly be considered as proving any thing on this point — He admits that it was made at the same interview, with the delivery of the notes; and when questioned as to the endorsement on the notes, he manifestly prevaricates — manifestly attempts to cheat his conscience and his God, with the mere literal import of his language, while he substantially and intentionally falsifies to the court — He says " I think there *is not*—" " If there *was* " &c. The *former* in the *present,* the latter in the *past* tense — For what is this sudden change of the the tenses? Could it have been for any other purpose, but to keep within the truth, *in mere words,* and at the same time, conceal the damning fact, that the endorsements once *had been* on the notes, but that he had *crossed,* or *torn them off* ? * * Again, why these phrases of doubt? "I think" "if *there was*" Can the court for a moment believe that he did not *know* the exact truth, in the whole matter? Suppose for argument's sake, they were mere private memorandums of his own — Is it consistent with reason that he should destroy them? Why did he put them there at first?

If they were merely playing that unimportant part, would not the same reason which induced him to *put* them there also have induced him to *keep* them there? Besides all this, his pertinacious refusal to produce the notes, and let them speak for themselves, is not only a circumstance greatly against his credibility, but also raises a legal presumption against the defendant on that point—

In relation to the written stipulation, and the endorsements on the notes, it is clear to my mind that Wright *intended* to, and did falsify; and if the court shall be of the same opinion, I ask that the maxim, *"falsus in uno, falsus in omnibus"* shall be applied to his deposition; and the whole of it, excluded from credit & consideration—

Throwing Wright's deposition aside, that the written stipulation, forms part of, attaches to, and qualifies the notes, is beyond all controversy—

I now come to the second question, namely; whether the tender was good, according to the stipulation—

It is proved by several of the depositions, that at the time

the stipulation was made, towit on the 3rd of September 1841, the State Bank of Illinois, was not paying specie, and that it's paper, together with all other bank paper in circulation in Springfield and it's vicinity, was then, and there below par, as compared with specie; and even if these facts were not proved, the court would judicially notice them, (according to Lampton vs Hazzard 3rd Monroe 149, and Bell vs Waggener 7. Monroe 524) for the purpose of construing or ascertaining the intention of the contracting parties; and (according to the former case) will hold the contract in this case, to not have been for *money,* or the equivalent of *money*————but that according to Speak vs Warner 5 J. J. Marshall 68-9 & 3rd Littell 245 a contract, which the complainant had the right of discharging in any one species, at his option, of said bank paper, including that of the State Bank, so long as it continued to pass currently, and remained receivable on deposite at said Bank, however far, the species selected for the payment, might fall in value, below the remainder — I also hold, that the terms of the contract, making the receivability on deposite at said Bank the test of the paper contracted for, are of themselves conclusive evidence, that the paper of that Bank, was at the time, one of the kinds of paper meant to be contracted for — I further hold, that the contract, making the Bank at Springfield, the testing *place* of the paper contracted for, limits the word "consent" in the contract, to a *local currency* at, and within the vicinity and sphere of that Bank only — Assuming now, that the State Bank paper had all the requisites of the contract, at the time the contract was made, let us examine whether any thing happened, previous to the tender, by which it lost any one or more of those requisites—

It's "currency" (which I contend need be, but a local currency of Springfield and vicinity,) at the time of the tender, is the first requisite — Now I hold that the facts of bank paper being at specie par, or at five, ten, twenty, or fifty per cent below that standard, have nothing to do with the question of it's currency; but that the true test of it's currency is "does it pass freely—currently— from hand to hand, as money, at any rate"— In this position I am sustained by Burdett vs Simms, 3: J. J. Marshall, where a contract for currency was held to be payable in depreciated paper, although that paper was worth at the time only fifty cents to the dollar; and in numerous other Kentucky cases of suits on contracts for "currency," and, similar

contracts, among which are 2. Monroe 150, the courts have held that the value of the currency at the time the debt *fell due,* is to be asecrtained, without referring at all to it's value at the time *the contract was made*—

These decisions were mostly made with reference to commonwealth paper, which paper according to the public history of the State, fluctuated in value so rapidly, as never or scarcely ever, to remain three months the same;— a fact which shows, that in the view of the Kentucky courts, a change in the *value* of the paper, did not at all change its *quality* of currency— If this definition of the word "current" or "currency" be the true one, the depositions of Edwards, Thayer, and Williams, most fully prove that the paper *was so* current at the time of the tender; for they all prove that it was circulated in Springfield and it's vicinity, at the time of the tender, more freely than it did at the time contract was made— And I will mention here, that these depositions sustain all the allegations of the amended Bill, most amply, and with great exactness—

The next requisite is that at the time of the tender the paper should have been "bankable"— This term, as well as the term "current" and for the same reason, is to be so limited, as to be held bankable, at the State Bank of Illinois at Springfield, merely — According to Mr. Ridgely's definition, in his deposition to make paper bankable at a particular bank, it must be receivable on deposite *and in payment of debts* at that bank—

The first branch of this definition I reserve for a subsequent place— That, at the time of the tender, the paper of the State Bank was receivable in payment of debts at said bank, was necessarily true by matter of public law, and which the court will judicially know—

The third and last requisite is, that it should, at the time of the tender, have been receivable on deposite at the State Bank of Illinois in Springfield— Edwards, Thayer, and Williams all prove, that the Bank at Springfield received its paper of them & their neighbours, so far as their observation extended, on deposite during the whole year of 1842, and Edwards proves that said Bank, received on deposite of him, the very paper with which he made the tender, immediately after the making of the tender—

But is is proved that the Bank was refusing to receive it's paper on deposite, except from old customers, and this fact is relied on, as having destroyed this last requisite of the paper— I do not concede this point — Although there was a limitation upon the receipt of it, it still was *true* to say that it *was receivable on deposite,* and *false* to say *it was not*— And besides, this limitation was not against the *paper,* but against the *person* offering it— It applied also, to all *other* bank paper equally with the State Bank paper — But I deny in toto the force of this limitation because it was a limitation acted on by the *officers* of the Bank without authority of the *Board of Directors,* even after the Directors had, on the 18th of March, expressly negatived a proposition to cease receiving deposites — I also contend, that by force of law, the Bank was bound to receive it's own paper on deposite— It's charter is not a mere catalogue of *privileges;* but that interwoven with it's previleges, are duties which it owes to and is bound to perform for the community — Among these duties, I urge, is that of accommodating the people by receiving of them, and safely keeping for them, it's own paper — Though not expressed as a duty, from the long established practice of banks upon this subject, it must be presumed to have been understood, by all parties, at the time the charter was granted and accepted that this Bank assumed to accommodate the public in this way — I admit the Bank is under no obligation to receive the depreciated paper of other banks on deposite; because it would thereby become liable for more than it received, and the right of self preservation excuses it— But as to it's own paper, no such reason applies, because, however much it's paper may be depreciated, receiving it, on deposite, does not change or increase it's liability—

If this view be correct, I urge, that although the *officers* of the Bank did, without an order of the Board, and without authority of law, lay a restriction upon the receipt of it's own paper on deposite, that paper still was in a legal view receivable on deposite, in the most unlimited sense—

I now present the whole case on broader ground— I hold that the contract is equivalent to a contract for State Bank paper in express terms— that it is a contract for State Bank paper, or any other paper, equal to that, at that Bank— The defendant seeks to have this contract construed as if it were simply, for "current bankable paper"; but the parties in

making the contract thought fit to add "receivable on deposite at the State Bank of Illinois in Springfield"—

Is this latter clause to be entirely excluded from consideration? Does it mean nothing? or, if considered, *how* considered? Is it to be held a mere cumulative clause? Will the court say this contract can only be satisfied with paper "current" every where; and "bankable" every where; and "receivable on deposite at the State Bank of Illinois in Springfild," in addition to all? Or, rather will it not say, the whole is a closely connected sentence, all the words of which mutually qualify each other?

Amendment, to come in at this mark (*) on the second page of the original Bill—

And your orator further charges that at the time of the making the agreement aforesaid, the paper of the State Bank of Illinois was receivable on deposite at the said Bank; and in the vicinity of and in Springfield, paper currently at par in the ordinary transactions of the community; but that at that time, said Bank was not paying specie for said paper, and that said paper & all or nearly all other Bank paper then circulated—was then and there below par in actual specie transactions — And your orator further charges that at the time of his making the tender aforesaid, said paper had depreciated somewhat farther below the specie standard, than it was when said agreement was made but that it continued to pass with as great currency as ever in the ordinary transactions in said vicinity, though under par in some cases, but at par in very many cases— and that said paper then and after continued to be received on deposite at the said Bank; and so your orator charges that at the time he made said tender the paper of the state Bank of Illinois, was current bankable paper, receivable in deposite at the State Bank of Illinois at Springfield, within the true meaning & proper construction of the agreement aforesaid — He further charges that said notes & agreement were executed & delivered at Springfield, Illinois—

Todd
vs
Ware

Amendment of Bill—

Filed, Nov. 25— 1843
J Calhoun clk.

———o———

State of Illinois } In the Circuit Court of
Sangamon County } said County

Nathaniel A Ware Defendant
ads } In Chancery
Robert S Todd Complainant

The answer of Nathaniel A Ware Defendant in the above entitled Suit to the Bill of said Complainant filed in said Suit— The said Defendant saving & reserving to himself now and at all times hereafter, all manner of advantage, and benefit, of exception, that may be had and taken to the many untruths, uncertainties, insufficiencies and imperfections in the said complainant's said Bill of complaint contained, for a full and perfect answer thereunto, or to such part of it, as it materially concerns this Defendant, to make answer unto, he answereth and saith, that, true it is that the said Complainant did execute his three several promissory Notes, to the said Defendant of the amounts, dates & times of payment as set out in said Complainants said Bill of complaint, and that the said Complainant also executed a mortgage to secure the payment of said Notes, which Mortgage is dated and embraces the tract of land as set out in said Bill—

This Defendant also acknowledges that there was a writing given to said Complainant by said Defendant's agent which stated that the said Complainant might discharge the Said notes upon the payment of *current Bankable paper*, receivable in Deposite at the State Bank of Illinois in Springfield ———————— which writing said Complainant has filed in this Suit— And the said Defendant further admits that he did receive as part payment of one of Said Notes the sum of $216. 38 in State Bank Bills at par—

But the said Defendant states further that he has been informed by his agent Erastus Wright and that he verily believes it to be true, that the said Wright as Agent, of said Defendant, sold to said Complainant, the tract of Land described in the mortgage, filed by said Complainant in this suit, and that said Notes were given by said Todd, for the purchase money of said Lands, and that said Todd executed the said Mortgage to Secure the payment of the purchase money, and that one Ninian W. Edwards, who acted as agent of said Todd, in delivering the said Notes, and mortgage, to said Wright agent of said Defendant, expressed a fear that when said Notes became due, the payment might be exacted in Specie or current coin of

the United States, and that it might be difficult to obtain Specie, as it was difficult to obtain it at that time — that is at the time said Notes, and mortgage were delivered, and that said Wright as agent as aforesaid expressed his willingness to receive the payment of said Notes in current bankable paper receivable in deposite at the State Bank of Illinois at Springfield —— as set forth in said writing, filed by said Complainant in this suit, but that it was no part of the transaction of the execution or delivery of said Notes and mortgage and that, there was no consideration for said agreement but that it was a voluntary offer on the part of said defendant by said Wright his agent—and that said offer was made merely to show a willingness to receive good current par funds and not to insist upon the payment of Specie and that the offer was expresed in the manner set forth in said writing, so as to show that funds under par would not be received; for at the time said Notes and mortgage were delivered by your Orator, there were in circulation considerable amounts of depreciated paper — Said Defendant further States that at the time said Notes & Mortgage were delivered, that the State Bank of Illinois was in good repute, and that its Bills were current and at par, and that it received on deposite only the Bills of Banks that were at par, and that it refused to receive on deposite depreciated Bank papers only on special deposite—and has all the time before and since so refused to wit $216.38

Said Defendant States also that he is informed and verily believes that the State Bank Bills above mentioned, which were received by said Wright, were used by said Wright, at par in the business of said Defendant, and that said Defendant was under no obligation, to receive said Bills, but that he did it as a matter of favor to said Complainant and because he could use the bills as above Stated and would not have taken them and sanctioned otherwise their reception— and that afterwards when the said Complainant made a tender of the remainder due in said Notes in the Bills of the State Bank of Illinois, that said Bills were very much depreciated and far below par

And said Defendant states that he is informed and believes that at the time said tender was made that the Bills of the State Bank of Illinois were not current bankable paper, and that said Bills were not received on general deposite by said Bank at that time—

This Defendant further States that the land for which said Notes were given was sold by said Defendant to said Com-

plainant at a moderate price and the amount still due on said Notes said Defendant is strictly entitled to in par funds and that the said Complainant by his said Bill is unjustly and unfairly endeavoring by fraud and chicanery to deprive said Defendant of what is justly his due—

And the said Defendant says that all the allegations and averments of said Complainant in his said Bill contained except so far as the same are herein expressly admitted are not true and said Defendant humbly prays to be hence dismissed, with his reasonable costs and charges, in this behalf most wrongfully sustained

Nath. A. Ware Defnt

State of Missouri } personally appeared before the undersigned
county of St Louis } Judge of the criminal court, Nath. A Ware and being duly sworn deposeth and saith that the above answer made to the bill of Robert S Todd vs him is true to the best of his knowledge and belief

A W Manning

sworn & subscribed to before me this 19th October AD 1843 } Judge of the St Louis Criminal Court

State of Missouri } ss:
County of St Louis }

I Julius D Johnston clerk of the St Louis Criminal Court within and for said County do hereby certify that A. W. Manning was on the day of the date of the foregoing certificate and now is sole Judge of said St Louis Criminal Court duly commissioned and qualified, that the foregoing signature "A W Manning" is his genuine signature & that to all such his official acts full faith and Credit are and ought to be given.

In testimony whereof I hereto set my hand and affix the seal of said Court at my office in the city of St Louis this nineteenth day of October A D eighteen hundred and forty three

J. D. Johnston Clerk
St Louis Criminal Court

Filed Nov. 28. 1843
J. Calhoun, Clerk

REPLICATION, SUMMONS AND NOTICE OF TAKING DEPOSITIONS IN THE SUIT OF TODD VS. WARE, SANGAMON CIRCUIT COURT, NOVEMBER 30 AND DECEMBER 1, 1843

(Herndon-Weik Collection)

The replication here reproduced was drawn entirely by Lincoln, but all cover notations were penned by John Calhoun, clerk of the Sangamon circuit court. The summons was also drawn by Lincoln,—even to the letter "A2," in the parentheses, used to indicate exhibit A in the case. The notice was likewise drawn by him. It will be noted that with one exception, he did not make use of carets as in other documents. The careful Lincoln is seen here, as in other of his legal papers. He crossed out "Saturday the 2nd," and substituted "Monday the 4th," and did likewise, in crossing out "9" and replacing it with "10." The use of the comma rather than the apostrophe in "o'clock" is characteristic of the Lincoln legal papers.

Three days after these papers were filed the Twenty-eighth Congress began its first session at Washington with changes that could not have escaped the attention of Attorney Lincoln of Springfield. The Democrats had secured control of the House, and John W. Jones of Virginia was elected its speaker, under conditions which in the following year were to prove disastrous to the presidential ambitions of Martin Van Buren. The Senate remained Whig, while President Tyler, now intent upon the annexation of Texas, stood separate and apart from either of the great parties. Both House and Senate counted new members who in the years ahead were to have sharply contrasting contacts and relations with President Lincoln. Newcomers in the House included Stephen A. Douglas, Andrew Johnson, Alexander H. Stephens, John Slidell, John P. Hale, Robert C. Schenck, Alexander Ramsey, George P. Marsh and Robert Dale Owen, while among new members of the Senate were David R. Atchison, Charles G. Atherton and James A. Pearce each of whom was to have a part either in the repeal of the Missouri Compromise or in the train of fateful events which followed it.

The Replication of Robert S. Todd to the answer of Nathaniel A. Ware, to a Bill in chancery in the Sangamon circuit court filed by said Todd against Ware—

This Repliant, saving and reserving to himself, all manner of exceptions to the many untruths and insufficiencies

of said answer, for replication thereto says, that said answer, is untrue, uncertain and insufficient, and that his Bill is true, certain and sufficient, and that he will prove his said Bill to be true, certain and sufficient—

Logan & Lincoln for
complainant

R. S. Todd
vs.
N A Ware

Filed Nov. 30. 1843
J Calhoun
ck

Robert S. Todd
vs
Nathaniel A. Ware } in chancery

The defendant in this cause is hereby notified to produce on the trial of said cause, the three notes described in complainant's Bill—

Novr. 30th 1843. Logan & Lincoln for
complainants—

(A)

Robert S. Todd
vs
Nathaniel A.. Ware } In chancery in the Sangamon circuit court—

The defendant's solicitor in the above cause will take notice that on Monday the 4th Inst. between the hour of 10 o'clock A.M. and the setting of the sun of said day, I shall attend at the office of William Lavely Esqr. in the city of Springfield, for the purpose of taking the depositions of Ninian W. Edwards, Joseph Thayer John Williams, and Philip C. Latham, to be read in evidence on the trial of the above entitled cause—

Decr. 1st 1843. Robert S. Todd
By Logan & Lincoln

lll
507

AGREEMENT IN THE SUIT OF McCONNELL ET AL VS. ROPE, SANGAMON CIRCUIT COURT, DECEMBER, 1843

(Herndon-Weik Collection)

This agreement was drawn by Lincoln, but the cover notations seem to have been penned by a clerk. It should be noted that Lincoln used an extra comma after the word, "Rope," in the clause, "at the time he sold to Lloyd, that Rope, claimed the lot now in dispute,". It is difficult to say definitely that Lincoln wrote, "McConnell and Lloyd vs. Rope," for the word, "Rope," may be construed as "Rape." This document throws further light on the case begun with the bill of chancery on October 7, 1842, but does not permit giving the decision in the case.

In the case of McConnell, Lloyd, & Lloyd against Rope, it is agreed by the parties that the written copies of the Records of the county commissioner's court, may go in evidence; without further proof; and that it is admitted that McConnell knew, at the time he sold to Lloyd, that Rope, claimed the lot now in dispute, under his purchase of 1831, as shown by the within copy of Record, and his deed from the county commissioners, made in pursuance of that purchase on the 3rd of December A.D. 1833—

McConnell & Lloyd
vs
Rope
Sangamon Co
1843

DEPOSITIONS OF NINIAN W. EDWARDS, JOSEPH THAYER AND JOHN WILLIAMS IN THE SUIT OF TODD VS. WARE, SPRINGFIELD, DECEMBER 7, 1843

(Herndon-Weik Collection)

These depositions and the attestations to the taking of them and the swearing in of the deponents are from the pen of William Lavely. Edwards, Thayer and Williams signed their respective depositions. No part of them is in the handwriting of Lincoln, but it is reasonable to assume that the wording of the complainant's questions was his work. As Lincoln noted in his affidavit of December 9, 1843, he was present at the taking of

depositions, and it is probable that the questions of the complainant were framed by him. The exceptions to answers of witnesses made by Lincoln for the complainant were no doubt his words or a close approach to them. It would appear from the depositions that attorneys for both complainant and defendant were present at their taking, and now and again excepted to the answers of the witnesses. It is therefore reasonable to regard the questions of the complainant as the work of Lincoln, although they may not have been copied in his exact words. Williams and Thayer were pioneer merchants of Springfield. It is recorded that Lincoln attended the wedding of Williams and Lydia Porter on March 30, 1840, *and that Williams was a co-signer with Lincoln of the* $10,000 *bond given by Sheriff William F. Elkin on August* 6, 1840. *It should also be noted that although Lavely gave a spelling of Thayre, the gentleman in question signed his name as "Joseph Thayer."*

Depositions of Ninian W Edwards, Joseph Thayre, & John Williams, taken at the office of William Lavely in the City of Springfield, between the hours of 10 o'clock A. M and the setting of the sun on the 4th day of December 1843. in pursuance of the enclosed notice to be read in evidence in a cause now pending in chancery in the Sangamon County Circuit Court, wherein Robert S. Todd is complainant and Nathaniel A. Ware is Defendant, as follows to Wit:

Ninian W Edwards being first duly sworn deposeth & saith as follows: —

Question 1st by complainant; are you or are you not acquainted with the parties in the above entitled cause?

Answer. I am.

Question 2d by same, Were or were not the Notes & mortgage in the complainants Bill mentioned originally delivered to the Defendant by you as the agent of the complainant?

Answer. they were.

Question 3d by same, were they so delivered at the *time* they bear date, or afterwards ? and if afterwards state when ?

Answer. they were not delivered at the time they bear date, but were delivered to the best of my recollection on the 3d day of September 1841—

Question 4th by same, was or not the exhibit in complainants

Bill, marked (B) executed at the same time that the said notes & Mortgage were so delivered ?

Answer, according to the best of my recollection, it was Executed at the same time.

Question 5th by same, was or not the Execution of said exhibit part of the same transaction with the delivery of said notes & mortgage ? and was it or not part of the consideration of said delivery ?

Answer, Yes, I considered it part of the same transaction, & I would not have delivered the notes & mortgage had it not been for the execution of said exhibit.

The Defendant objects to last question & answer—

Question 6th by same, Were you or not, authorised by the complainant to withhold the delivery of said notes & mortgage, unless any terms you might prescribe, were acceded to by the Defendant ?

Answer, I had both written & verbal authority from the complainant as above.

The Defendant objects to the last question and answer—

Question 7th by same, Did you or not at the time in pursuance of such authority, make the execution of said exhibit, a condition of your making said delivery ?

Answer, I would not have delivered the notes & mortgage, but for the execution of said Exhibit or something similarly in terms.

To which last question & answer the Defendant objects—

Question 8th by same, was or not the substance of said exhibit, at the same time endorsed, on the said notes ?

Answer, according to my recollection it was endorsed on the back of the notes that they might be discharged in Bankable paper as per agreement—referring to Exhibit marked (B) as I understood— & the reason why I had the endorsement put upon the notes was the apprehension that they might be assigned away—

Question 9th by same, Did you or not, as the agent of the complainant make the payment on said notes, or on one of them, mentioned in the Bill and answer ? and if yea, state how & when ?

Answer, I did make the payment as agent for the complainant it was made in two parcels, one in the month of March

& the other in the month of April. I am certain as to the time of the first payment & to the best of my recollection. the time of the second payment is correctly stated.

Question 10th by same; Did you or not, as the agent of the complainant, make the tender, in the Bill and answer mentioned ? And if yea, state how and when ?

Answer, I did make the tender, I believe on the 9th day of May 1842—

Question 11th by same, At the time of the delivery of said notes & mortgage, was or not the State Bank of Illinois paying specie for its paper ?

Answer, No it was not.

Question 12th by same, At the same time was or not the paper of said Bank, and all other Bank paper then circulating in Springfield and its vicinity, below par in actual specie transactions ? to wit September 3d 1841 — ?

Answer — My recollection is that it was.

Question 13th by same, At the time you made the tender, as above stated, was or not the paper of the State Bank of Illinois receivable on deposite in the said Bank at Springfield

Answer, The State Bank at Springfield did receive of me, about the time of the tender as aforesaid on Deposite the paper of the said State Bank of Illinois — & I know of them receiving it of others, & do not know of its being refused. I have been told that they were not opening any new accounts— The same money that said tender was made with, was deposited by me in said Bank immediately afterwards to the best of my recollection.

Question 14th by same. Have you or not, been doing business as a merchant, and otherwise in Springfield, Illinois before the first day of September 1841. and ever since—

Answer, I have.

Question 15th by same. According to the best of your recollection, did or did not the paper of the State Bank of Illinois, circulate more freely in Springfield and its vicinity, during the whole month of May 1842, than it did at the same place during the month of September 1841- ?

Answer. It did because there was more of it—

Question 16th by same, did you or not during said month

of May 1842, receive & pay out much of said Bank paper in Springfield & vicinity in your own business ?

Answer. I did

Question 17th by same, To the best of your recollection, what proportion did that which you then & there received & paid out *at par* bear to that which you then & there received & paid out *below par* ?

Answer, Between the first day of March & the first day of July 1842 I received about Eight or nine thousand Dollars of said paper *at par* on debts against good men bearing twelve per cent Interest, & during the said time I do not recollect that I received any of said paper at less than *par*— Some of the men that I so received said paper of at *par,* were John Williams, Philip C. Latham Robert Irwin & Co., Joseph Thayer & Co. Oliver Hellman, John T. Stewart & others, in none of these cases was there any special contract compelling me to take said paper at par.

Question 18th by same. So far as your observation extended. & your memory serves, during the month of May 1842 in Springfield and its vicinity did or not the said State Bank paper pass at par in a large majority of the transactions in which it was used ? —

Answer. It did, except in change, Specie, & other paper money.

Question 19th by same, Is it or not true, that while said paper was then & there nominally *below par* so far as you know there were very few real loans, payments, receipts, & other transactions in it *below par* ? —

Answer, there were very few instances in which it passed *below par* except in exchange for other money—

Same Witness cross examined by Defendant—

Question 1st by Defendant— Was it expressed at the time of the delivery of said notes & mortgage that the execution & delivery of said Exhibit marked B was a part of the consideration for the delivery of said notes & mortgage ?

Answer, I told Mr. Wright that I would not close the contract without some such Instrument, as I did not feel myself authorised to do so by the complainant. —

Question 2d by same, Did you request that the written agreement should state that the notes might be discharged in Illinois currency ?

Answer, I wanted the contract closed so that the notes

might be discharged in State Bank or Shawneetown paper, but Mr. Wright refused ?

Question 3d by same, Why did Mr Wright decline to have the agreement so worded ?

Answer, Because he stated that he wanted to take only such as would be received on deposit in the State Bank of Illinois, and he was apprehensive that the Shawneetown Bank paper would not be received at said State Bank of Illinois—

Question 4th By same— Why did Mr Wright refuse to have the agreement so worded that the notes might be discharged in the paper of the State Bank of Illinois ?

Answer, I did not make any such proposition to him—

Question 5th by same— Did you or not understand from Mr Wright that depreciated paper of any kind would be received in discharge of said Notes ?

Answer, I did not understand any further from him than I have already expressed

Question 6th by same— Were or were not, the Bills which you tendered on the 9th May 1842 current Bankable paper receivable in deposit at the State Bank of Illinois in Springfield ?

Answer, I considered it current Bankable paper receivable on Deposit at the State Bank of Illinois within the mean ing of the contract

Question 7th by same, Were or were not said Bills at the time of said tender current funds ?

Answer, In four fifths of the cases that came under my observation, where money was parted with for property, debts, or land, it passed at par, but for gold & silver or other paper which was passing at par at a distance it was below par.

Question 8th by same— was or was there not in circulation at the time of said tender, current Bankable paper ?

Answer; As whether there was any equal to gold & silver there was none that I know of except the paper of the State Bank of Missouri & I do not know whether there was any of that.

Question 9th by same— What was the difference in Specie value between the Bills you tendered & the current Bankable paper last spoken of & in favour of which was the difference ?

Answer, between the Bills I tendered & the Missouri Bank paper there was at the time the tender was made a difference of about fifty per cent in favour of the Bank of Missouri, as I suppose.

Question 10th By same— Was or was there not in cir-

culation at the time of said tender the paper of the Banks of Indiana & Kentucky?

Answer, there was at from 5 to 10 per cent discount.

Question 11th by same— Were or were not the Bills of said last mentioned Banks at the time of said tender current Bankable paper ?

Answer, they passed currently for all purposes, except for Specie.

Question 12th by same— was it not the request of said complainant that the contract should be so aranged that he could have the privilege of discharging said Notes in Illinois or Kentucky currency ?

Answer, Mr Todd had verbally instructed me to make the contract so that it might be discharged in Illinois or Kentucky currency, but in the former if I could, and afterwards in a letter bearing date August 23d. 1841- he says, " it was understood I believe that I should be at liberty to pay those notes whenever I chose and stop the interest; before delivering the notes, have that subject understood *in writing* & the kind of money, *say Illinois or Kentucky currency* (if such was the fact) "

Question 13th by same— have you or have you not an interest that said Notes should be discharged in depreciable paper ?

Answer, I have not.

Question 14th by same. — have you or have you not an interest in the event of this suit ?

Answer, I have none.

The Defendant objects to all of Edwards deposition

The further taking of Depositions herein is continued to the fifth day of Decr 1843 at 10 Oclk A. M.

Decr. 5th 1843

Joseph Thayre being next produced & sworn, deposeth and saith as follows to wit:

Question 1st by complainant, have you or not been doing business as a merchant & otherwise , in Springfield, Illinois before the first day of September 1841, and ever since ?

Answer, I have.

Question 2d by same: according to the best of your recollection, did or did not the paper of the State Bank of Illinois, circulate more freely in Springfield & its vicinity, during the

whole month of May 1842, than it did at the same place during the month of September 1841 ?

Answer, It did so far as my knowledge extended.

Question 3d by same, Did you or not during said Month of May 1842 receive & pay out much of said Bank paper, in Springfield & Vicinity, in your own business ?

Answer, We received a considerable amount in the month of May 1842, but did not pay out much.

Question 4th by same, to the best of your recollection, what portion did that which you then & there received *at par* bear to that which you then & there received *below par* ?

Answer, The most that we received, was taken *at par,* for merchandize, at our regular prices; goods were gradually reducing at the East, but not at Springfield— but we declined receiving it for groceries entirely, & charged An Extra profit on plain Domestics— neither did we receive it for debts except in doubtful cases.

Question 5th by same— did or not the State Bank of Illinois receive its paper of you on Deposite, during the whole year of 1842, in the same manner it had done in 1841 ?

Answer, It did, —

Same Witness cross examined by Defendant

Question 1st what was the specie value of said Bank paper about the 9th of May 1842 ?

Answer, I do not know what it was. St. Louis was the principal market. and it was fluctuating, it was about fifty per cent discount in good current paper, in Springfield to the best of my recollection. —

Question 2d by same, Did you or not sell your goods at higher rates for State Bank paper, than you would have done for current Bankable paper— in case you could have sold as many goods — for the latter paper ?

Answer, We did sell them at higher rates than we should have done, for good current Bankable paper.

Question 3d by same, Was or was not State Bank paper current Bankable paper on or about the 9th May 1842 ?

Answer It was not —(complainant objects to last question & answer)

Question 4th by same : What current Bankable paper was there in circulation in Springfield on the 9 May 1842 ?

Answer The Bank of Missouri, & most of the Eastern banks, Kentucky & Indiana, & some of Ohio were nominally so—

Same witness reexamined by complainant— Did you or not during the month of May 1842 sell your goods, excepting groceries & plain domestics, at the same prices in State Bank paper, that you had before been, and then were selling them for in good money ?

Answer, We sold them at the same prices that we had been selling them at in good money, but would have, however sold them at less if we could have obtained good money—

Question 2d by same, During the month of May 1842, was or not the paper of the State Bank of Illinois, bankable at said Bank in Springfield, and was or not said Bank, the only Bank, then in Springfield or vicinity ?

Answer, It was Bankable at the said State Bank of Illinois in Springfield and the said Bank was the only Bank at Springfield or Vicinity — they received it on their own indebtedness. they did sell exchange, or pay out current Bankable paper of other Banks for it—

Same Witness reexamined by Defendant— Question 1st, how did you draw your checks for your deposits ?

Answer, I drew them payable in State Bank of Illinois paper, which was not my custom the year before—

Joseph Thayer

The further taking of Depositions herein is adjourned to the 7th Inst at 2 O clk P M. by agreement—

Decr. 7th 1843 John Williams being next produced & duly sworn, Deposeth and Saith as follows:

Question 1st by Complainant, Have you been doing business as a merchant and otherwise, in Springfield Illinois before the first day of September 1841: & ever since ?

Answer, I have.

Question 2d. by same, According to the best of your recollection, did or did not the paper of the State Bank of Illinois circulate more freely in Springfield and its Vicinity, during the whole month of May 1842, than it did at the same place during the month of September 1841 ?

Answer, It did circulate more freely during said month of May 1842 than it did in the said month of September 1841. By some persons it was taken at par in business & for debts, & by others it was taken at a discount.

Question 3d. by same, Did you or not during the said month of May 1842 receive & pay out much of said Bank paper, in Springfield & vicinity, in your own business ?

Answer. I received a considerable amount of it in my business, and paid out some at Par, & a small amount I paid out at less than its face

Question 4th by same, To the best of your recollection, what proportion did that which you then & there received & paid out *at par* bear to that which you then & there received and paid out *below par* ?

Answer, I received about two thousand Dollars *at par* in the month of May, & paid the same out *at par* to the said Bank. I received it on good debts. I have no recollection of receiving any *below par* at said time. If I did receive any the amount was small, I paid out some small ammounts *below par,* not exceeding in all one hundred Dollars,

Question 5th by same, So far as your observation extended, and your memory serves, during the month of May 1842 in Springfield and its vicinity, did or not the said State Bank paper pass at par in a large majority of the transactions in which it was used ?

Answer, In a majority of the cases in which I knew of its being passed, it was passed at *its face*—

Question 6th by same, At any time during the month of September 1841, was or not the State Bank of Illinois paying specie for its paper ?

Answer, It was not to my knowledge—

Question 7th by same, During the whole month of September 1841 was or not the paper of said Bank, and and all other Bank's paper then circulating in Springfield and its vicinity, below par in actual Specie transactions ? and if yea how much below ?

Answer. My recollection is that was below par in Specie, Ranging from five to ten per cent discount—

Question 8th by same, On or about the ninth day of May 1842, was or not the paper of the State Bank of Illinois, receivable on deposit in said Bank ?

Answer, They did to the best of my recollection, receive it of those that were in habit of making Deposits with them.

Same witness cross examined by Defendant—

Question 1st— Do you or not know the value in Specie of the paper of the State Bank of Illinois on or about the 9th & 10th days of May 1842 ?

Answer, I do not know of any sales here, about that time but it was sold at less than fifty cents in St Louis as I was informed—

Question 2d by same, Was or was not the paper of said Bank Current Bankable paper receivable in deposit at the State Bank of Illinois in Springfield on said 9th & 10th days of May 1842 ?

Answer. To the best of my recollection it was received on Deposit at said Bank, of those who were in the habit of Depositing with them about that time, & I believe it was about the only kind of paper that was received by them on deposite— (The Defendant excepts to the last answer and requires the witness to answer more fully)

Question 8th by same, Was you or not selling goods for said State Bank paper on said 9th & 10th days of May 1842 ?

Answer, I am of the impression that about that time we were taking it at par for goods—

Question 9th by same, Would you or not have sold your goods at lower rates for current Bankable paper, or specie at that time ?

Answer, We sold our goods at that time at our former regular prices, and took the paper at its face—

John Williams

State of Illinois } ss I, William Lavely a Justice of the
Sangamon County }

peace in & for the County aforesaid, do hereby certify that Ninian W. Edwards, Joseph Thayre & John Williams were by me sworn, to testify the Truth the whole truth, & nothing but the truth, as Witnesses in the above named cause, and that the foregoing Depositions by them severally subscribed was reduced to writing by me; and taken at the time & place therein mentioned—

Given under my hand & seal
this 7th day of December A. D. 1843
W. Lavely J. P. (Seal)

Fees

Taking depositions 4352 words at 12 1-/ for every 72 words—	$ 7	.50
3 oaths 18 3/4 certifficate		.43 3/4
Paid by complainant	$ 7 .	93 3/4

DEPOSITIONS OF ERASTUS WRIGHT AND NICHOLAS H. RIDGELY IN THE SUIT OF TODD VS. WARE, SPRINGFIELD, DECEMBER 7 AND 8, 1843

(Herndon-Weik Collection)

As Lincoln noted in his affidavit of December 9, 1843, *he attended on these depositions, and it was probably he who made exception and objection to the answers of the witnesses. It is probable that he worded most of the questions addressed to the witnesses on the part of the complainant, and such questions may be reasonably accepted as the words of Lincoln. Although William Lavely recorded these depositions which were signed by Erastus Wright and N. H. Ridgely, Lincoln did pen a bit of the documents. In the first paragraph, the words in the parentheses read, "(Taken by agreement of parties)," but Lincoln crossed out "agreement of parties" and wrote in the phrase, " by defendant, complainant being present & waiving notice." It was his one contribution to these depositions.*

Nicholas H. Ridgely, one of the witnesses, was cashier of the Bank of Illinois. Later he was the chief spirit in Clark's Exchange Bank, but when it was liquidated in 1854, *he set up his own private banking house. He purchased the Northern Cross Railroad and sold it to Eastern financiers. At the outbreak of the Civil War, he joined with others in offering a loan of one hundred thousand dollars for equipping troops from Illinois.*

Erastus Wright has been identified as the School Commissioner, but not as one of the most ardent Abolitionists in the State of Illinois. He was one of those who embarrassed Lincoln with support of his speech of October 4, 1854. *It was of Wright that a Democrat newspaper wrote, "(he) has enough of the elements of a disunionist to constitute one entire abolition convention . . . ."*

Depositions of Erastus Wright & Nicholas H. Ridgely on the 7th day of December 1842 at the office of William Lavely in the City of Springfield between the hours of 10 O,clk A. M. & sunset of said day (Taken by the defendant , complainant being present & waiving notice) to be read in Evidence in a cause now pending in the Sangamon Circuit Court wherein Robert S. Todd is complainant and Nathaniel A Ware Defendant, as follows to Wit.

Erastus Wright being first duly affirmed to testify the truth the whole truth & nothing but the truth in said cause so far as he should be interrogated thereto, Deposeth & saith,

Question 1st by Defendant, Do you or not know the value in specie of the paper of the State Bank of Illinois on or about the 9th & 10th days of May 1842?

Answer, It was worth about fifty cents to the Dollar in Missouri or Kentucky Bank paper; & about the same in Specie,

Question 2d by same, Was or was not the paper of said Bank, Current Bankable paper receivable in deposit at the State Bank of Illinois in Springfield on said 9th & 10th day of May 1842 ?

Answer, It was not. Yet I believe it was received for debts due to the Bank — (To last question & answer complainant objects)

Question 3d by same, Was there not in circulation in Springfield on said 9th & 10th days of May 1842, current Bankable paper ? if so, state what banks issued that paper ?

Answer, There was viz on Kentucky, Missouri & Indiana, some Ohio & some Eastern Banks. (Complainant objects to last question & answer)

Question 4th by same, Was you or not agent of N. A. Ware the Defendant in this cause, in receiving the notes & mortgage mentioned in complainants Bill ?

Answer, I was—

Question 5th by same, Was there or not any consideration for the Execution & delivery to said Complainant of the writing marked B. and filed in this cause— and was or was not the execution & delivery of said Writings Any part of the transaction relative to the delivery of the said Notes & mortgage ?

Answer, There was no consideration whatsoever; It was no part of the transaction any further than at request of Mr Edwards, I waived the right to claim Specie— he asking me if Kentucky & Illinois or any good current paper would do — I consented & said I wished to transmit it through the Bank to Mr Ware — and I gave then the writing to that effect— and as there was then some questionable paper in circulation which the Bank declined to take on deposit I added *such as is "receivable on deposit at the State Bank of Illinois"* meaning to restrict it to what was good par money. —

Question 6th by same, Did or did not Mr. Edwards the agent of the complainant make it a condition of the delivery of said notes & mortgage that said writing marked B. should be executed and delivered to him ?

Answer, He did not. —

Question 7th by same, Did or did not Mr Edwards say to

you that he would not close the contract without some such instrument, as the writing marked B. and herewith filed ?

Answer, He did not to the best of my recollection. —

The further taking of Depositions herein to the 8th Inst at 10 Oclk A. M.

Dec. 8 1843 Question 8th by same to same Witness, Were or were not the Notes & mortgage mentioned in complainants Bill given to secure the payment of the purchase money of three Eighty acre tracts of Land sold by said Defendant to said complainant ?

Answer, They were.

Question 9th by same, Were or were not the said tracts of Land, well worth the full amount of said Notes & mortgage in Specie at the time of the delivery of same ?

Answer. I consider they were, & neither of the parties objected to the price, the complainant agreeing to pay good money at the rate of five Dollars per acre—

Same Witness cross examined by complainant—

Question 1st Do you, of your own knowledge, know of any Bank paper (except the paper of the State Bank of Illinois) having been received, during the month of May 1842, on deposit, or for the purchase of Exchange, by any Bank whatever ? and if yea, state what Bank paper you know to be then so reecived, and at what Bank it was so received?

Answer, From my own personal knowledge I do not know of any paper being deposited in Bank or given for the purchase of Exchange in the month of May 1842. I received several hundred Dollars in said month of May 1842 of Kentucky paper some Missouri & Indiana. It was worth nearly its face in Specie. Especially Kentucky & Missouri; I gave silver for it at its face, to Mr. Lamb and many others— I have reason to believe from my business in the pension office and other agency business that there was much paper of the above mentioned Banks receivable at the above mentioned Banks at par.

Question 2d by the same, Were you or not, during the month of May 1842, present at any Bank, except the State Bank of Illinois at Springfield ?

Answer, I do not know of being at any other at said time—

Question 3d by same, Was or was not the Deed, for the Land sold to complainant delivered at the same time, that the aforesaid notes, mortgage, and Exhibit (B) were delivered ?

Answer, I think Deed & Mortgage were delivered at the same time & the Exhibit marked (B) made & delivered within an hour afterward.

Question 4th by same, Was or was not the Exhibit (B) made & delivered at the same interview with Mr Edwards at which the Deed mortgage & notes were delivered ?

Answer, I think it was.

Question 5th by same, After the Deed mortgage & notes were delivered, did the conversation drop concerning the matter, and afterwards the proposition to make the Exhibit (B) come from Edwards ?

Answer, I do not recollect distinctly in relation to the matter.

Question 6th by same, Have you or not, now in your possession, or at your controle, the three notes, or some of them, mentioned in complainants Bill as having been given by complainant to Defendant ? And if yea, will you please to produce them ?

Answer, I have the notes in my possession, (as to the latter part of last question witness declines to answer)

Question 7th by same, What is the reason you decline to answer as to whether you will produce the notes ?

Answer, I decline answering the question—

Question 8th by same, Are there not endorsements in writing on said notes other than a credit or mere labels, and if yea what is the language of those endorsements ?

Answer, I think there is not; if there was any put on it was only a private memorandum to refresh my own memory. —

Question 9th by same, Have you or not looked at said notes since Edwards deposition haven been taken ?

Answer, I have seen them, & I thought then & still think that Mr Edwards was mistaken.

Erastus Wright

Nicholas H Ridgely being next duly sworn to testify the truth the whole truth in said cause so far as he should be interogated thereto, deposeth & saith as follows.

Question 1st by Defendant, Are you or not the cashier of the State Bank of Illinois at Springfield ? and if so, how long have you been cashier of said Bank ?

Answer, I am the Cashier of said Bank, and have been so from its organization in 1835 to the present time.

Question 2d. by same, Have you or have you not been engaged for many years past in fiscal operations and transactions,

relating particularly to money and the currency ? And if so, state about how many years ?

Answer, I have been so engaged for more than twenty years.

Question 3d by same, Has or has not the term current Bankable paper at any given time within the last fifteen years had a definite meaning among men versed in money matters ?

Answer, I believe it always has had a definite meaning during said time.

Question 4th by same, Does or does not the term current Bankable paper sometimes embrace the Bills of Banks at some discount in Specie ?

Answer, It does.

Question 5th by same, Do you or not know whether on or about the 3d day of September 1841, the Bills of Banks at some discount in Specie, at Springfield, were current Bankable paper at said place, and if so, what was the greatest rate of discount of any of said Bills, that were at that time & place, current Bankable paper ?

Answer, At the time mentioned, Bank Bills which were at a Discount in specie at Springfield, were current Bankable paper at that place, and there were such bills in circulation at said place. My impression from memory is that the Bank note circulation in Springfield at said time was at a discount of from five to seven per cent as compared with specie, which said Bank note circulation was current Bankable paper. —

Question 6th by same, Do you or not know, whether on or about the 9th & 10th days of May 1842, the Bills of Banks at some discount in specie, at Springfield were current Bankable paper at said place, and if so, what was the greatest rate of discount of said Bills, that were at that time & place, current Bankable paper ?

Answer, Such Bills were current Bankable paper about that time, in Springfield, at that time the notes of the Bank of Illinois were current in Springfield and were at a discount as compared with specie, of from ten to twenty per cent — the notes of other Banks circulating also at par in ordinary business transactions in Springfield at the same time were at a much less discount than the Bills of the said Bank of Illinois.

Question 7th by same, Is it or not necessary that there should be a bank in a place, to determine whether there is any current Bankable paper in circulation in that place ? —

Answer, My impression on this subject is that it is not necessary — paper which is Bankable in a city or large Town might properly in my opinion bc considered Bankable funds, in a village or small Town in the vicinity in which there was no Bank—

Question 8th by same, Does not the rate of Bank paper at Saint Louis in Missouri, determine its rate in Springfield Illinois ?

Answer, The rates at St. Louis always exercise a controling influence in Springfield—

Question 9th By same, Do you or not know what was about the value in Specie at Springfield of the Bills of the Banks of Missouri, Kentucky and Indiana on or about the 9th or 10th days of May 1842 — if so, what were their respective values ?

Answer, The Bills of the Bank of the State of Missouri were at par in specie it being at the time a specie paying Bank, Kentucky & Indiana were from five to seven per cent discount according to my recollection—

Question 10th by same, At what discount in specie at Springfield were the Bills of the State Bank of Illinois on or about the said 9th & 10th days of May 1842 ?

Answer, At from forty to fifty per cent discount, according to my recollection—

Question 11th by same, Were or were not the Bills of the State Bank of Illinois current bankable paper, at Springfield and its vicinity or elsewhere, at any time during the month of May A. D. 1842 ?

Answer, They were not.

Question 12th by same, Were or were not the Bills of the said Bank, current Bankable paper receivable in deposit at the state Bank of Illinois in Springfield on or about the 9th & 10th days of May 1842 or At any time during the said month of May ?

Answer; The said Bills were not current Bankable paper at that time. The paper of the Bank was discredited in St. Louis on the 21st Feby 1842, & ceased to form a part of the circulating medium of that place & its vicinity. — on the first of March 1842 the board of Directors of the Bank made an order as follows " ordered that the Branches be instructed not to issue any certifficates of Deposite of any kind, not to open any new deposite discounts and to receive no Deposite of any kind ex-

cept from those who have heretofore kept regular deposite accounts & from them only such moderate sums as they may receive in the course of their own business " this line of conduct was adopted at the parent Bank as well as at the Branches and consequently the paper of the Bank was received on deposite only in accordance with the above restrictions. The above order was in force from its date untill after the Tenth day of May 1842—

Question 13th by same, Were or were not a majority of the merchants in Springfield receiving State Bank paper at par on or about the 9th or 10th days of May 1842 ?

Answer, According to my recollection some of the merchants had signs up stating that they received the paper at par for goods. I think however that a majority of those that received it at the time, took it at rates varing from twenty five to fifty per cent discount—

(The complainant objects to all of the Deposition of last witness)

Same Witness cross examined by complainant— Question 1st, Previous to the 9th of May 1842 had the President & Directors of the State Bank of Illinois made any order of Record forbidding to any extent the receipt of the paper of said Bank on deposite at the Bank in Springfield ?

Answer, There is no order of Record on the subject previous to that time, except the one recited above, which order was acted on at Springfield as above—

Question 2d by same, Was or was not a proposition to make such an order, made on the 18th day of March 1842, and negatived by a vote of the Board, as appears by the Records of said Bank ?

Answer, On the 18th day of March 1842 an entry is made in the minits of the proceedings of the Directors of the Bank, as follows, to wit " The following Resolution was offered to wit, Resolved that the Bank will not hereafter receive any deposits, or notes for collection except such as may be made for the payment of Notes due to the Bank"— which was rejected —

Question 3d by same, So far as you remember, during the month of May 1842, did or did not the paper of the State Bank of Illinois, have a great local currency in Springfield & its vicinity in payment of debts, purchase of goods loans &c ? And if yea, did not said paper pass at par in a majority of those cases?

Answer, The paper of the said Bank was used during the whole of the Spring of 1842 to a considerable extent in settling debts between individuals at par and at a discounte, I have not had sufficient acquaintance with those transactions to say whether or not a majority of them were made with paper at par—

Question 4 by same, According to your views, what quality should Bank paper possess to make it Bankable at any particular Bank ?

Answer, Paper Bankable at any particular Bank is such paper as is receivable by that Bank, on current Deposite & in payment of Debts &C

Same Witness reexamined by Defendant—

Question 1st Were or not the Bills, of the State Bank of Illinois in Springfield receivable at said Bank in current deposite on or about the 10th day of May 1842 or at any time during the said month of May ?

Answer, No, except in the limited manner prescribed by the order of the Board, recited in the answer to the 12th Question of Defendants direct examination—

N H Ridgely

State of Illinois }
} ss
Sangamon County }

I, William Lavely a Justice of the Peace in & for the County aforesaid do hereby certify that Erastus Wright was by me duly affirmed, and Nicholas H. Ridgely duly sworn, to testify the truth, the whole truth & nothing but the truth as witnesses in the above named cause, and that the foregoing Depositions by them Subscribed were reduced to writing by me, and taken at the times & place therein mentioned—

Witness my hand & seal this 8th day of December A. D. 1843
W. Lavely J. P. (Seal)

Fees

3584 words at 12 1/2 for every 72 words	$ 6.25
2 oaths & certificate	37 1/2
	$ 6. 62 1/2

fees paid by Defendant—

AFFIDAVIT BY LINCOLN IN THE CHANCERY SUIT OF TODD VS. WARE, SANGAMON CIRCUIT COURT, DECEMBER 9, 1843

(Herndon-Weik Collection)

Lincoln drew the affidavit and exhibit here reproduced whereupon Logan & Lincoln acting for the complainant moved the court to rule the defendant to file or produce instanter, the notice mentioned in the pleadings. The court took the matter under consideration and on April 1, 1844, *ordered the complainant's bill dismissed and the defendant to have costs expended.*

Robert S Todd
vs
Nathaniel A Ware

In Chancery in the Sangamon circuit court

Abraham Lincoln, one of the solicitors for the complainant in the above entitled case, being first duly sworn states on oath, that he has been engaged in, and attending upon, the taking of depositions to be read in the cause, that he decrees it a matter of fact, whether or not the substance of exhibit (B) in complainant's Bill was indorsed upon the notes in the Bill mentioned, at the time said notes were delivered, that he has tried in vain to get the defendants solicitor to produce the notes, that on the 30th day of November 1843, he delivered the defendants solicitor a written notice of which the paper herewith marked (A) is a true copy, that on yesterday, the defendant took the deposition of Erastus Wright, who has in the whole transaction been the agent of the defendant, to be used in said cause, that on cross examination of said Wright, by affiant, said Wright deposed that he had said notes then in his possession, but declined to produce the notes, or to answer whether he would or to give a reason why he would not answer: said Wright also, on said examination deposed in answer to a question whether there were any indorsements on said notes except credits or labels "I think there is not. If there was any put on them, it was a mere private memorandum for my own satisfaction," or words to that effect, but for greater certainty as to the exact language used, affiant refers to the deposition; that after said deposition was signed and the witness discharged, and when it was too late in affiant's view, for complainant to examine a new witness, as the case stood, said Wright, in a conversation with N W Edwards and affiant concerning said notes, and said supposed endorsements on them

stated as affiant remembers and verily believes exactly as follows, "If there were any such endorsements on the notes I used them up some time ago." Affiant further states that complainant took the deposition of N W Edwards previous to the taking of Wright's deposition as aforesaid, that Edwards testified that he acted as the agent of complainant in delivering the said notes, that the substance of said exhibit (B) was endorsed on said notes at the time of delivery as a part of the same transaction or to that effect, but for greater certainty affiant refers to said Edwards' deposition

A..Lincoln

Sworn and Subscribed before me this ninth day of December 1843
S H Treat Judge

(see below for) (omitted paragraph)

Endorsed Robt S Todd vs N A Ware

Filed Dec 9 1843
J Calhoun ck

3/

(Omitted paragraph)

upon the foregoing affidavit and exhibit in connection with the pleadings exhibits and depositions herein, complainant moves the court to rule the defendant to file or procure the notes in the pleadings mentioned in court instanter.

Logan & Lincoln, p q

SPEECH OF LINCOLN AT THE WHIG STATE CONVENTION IN SPRINGFIELD, DECEMBER 12, 1843

The Whigs of Illinois assembled in state convention at Springfield on December 11 *for a two-day session. Archibald Williams of Quincy, close friend of Lincoln, was chosen chairman of the convention, and Lincoln was named one of the nine presidential electors whom it was hoped would be able to cast their votes for Henry Clay in the following year. The principal speech at the last session of the convention in the evening of December* 12 *was made by Lincoln, but the Alton Telegraph in a report of the assembly which it printed on December* 16 *makes only a passing reference to it. Perhaps of more fateful import was a letter which a week earlier Clay had addressed to John J. Crittenden, then a senator from Kentucky, who had written him that his arch foe Tyler was about to champion the annexation of Texas. Clay in replying to Crittenden recommended "absolute silence" on the*

part of the Whigs, but this "silence" he was soon to break in a manner which cost him the Presidency. (See Henry Clay and the Whig Party by Poage, Chapel Hill, 1936, Page 133).

ARGUMENT OF EXCEPTION IN THE SUIT OF TODD VS. WARE, SANGAMON CIRCUIT COURT,

(Herndon-Weik Collection)

This relatively brief argument was drawn by Lincoln. The cover notations were penned by the clerk. It will be noted that in this document, as in the longer Lincoln papers in this case, Lincoln was careful to underscore the words which he wished emphasized. As in most cases, he used extra spacing, but this did not seem enough to give as much emphasis as he desired. The characteristic, "it's", for "its" creeps into this document, as it did so frequently in the amended bill in this case. This seems to be the error most frequently repeated by Lincoln, and is found in many of his legal papers. He used an outmoded spelling of "always" in his use of "allways", and it must be considered an error in spelling for him.

At the time the contract was made, the existing state of things made it, and public opinion held it, highly probable, that the paper of the State Bank, then below par, would depreciate still farther; and the contracting parties must be presumed to have been cognizant of that fact, and to have contracted with it in their contemplation— If so, the defendant must have intended either to stipulate against the effect of that probability, *or not* to stipulate against it— We say he did not intend to stipulate against it, because if he had so intended, he would have done it, not in doubtful, but in clear terms—

Taking the whole of the contract together, and in connection with the (condition of the Bank, and of it's paper, and of all other bank paper, circulating in the vicinity of the Bank, at the time the contract was made (all of which the court will judicially notice) the defendant must be presumed to have meant simply this—

"The relations existing between the State Bank of Illinois at Springfield, and myself are such, that whatever is good with it is good with me, and consequently, the paper of that Bank, necessarily allways good with the Bank and not that only, but any other paper, equal to that, at that Bank, I will receive in discharge of these notes"—

In looking over the depositions, the court will perceive I have excepted to several questions and answers— In most of these, the defendant was seeking, not *facts,* but the *opinions* of the witnesses; and it for this, I excepted. I ask the court to examine those questions & answers, and allow me the benefit of my exceptions to them—

Robt. S. Todd
vs.
N A Ware

Filed Dec. 14. 1843
J. Calhoun
Clerk

AFFIDAVIT AND PRAECIPE, SUIT OF SPEAR VS. LOWRY, SANGAMON CIRCUIT COURT, DECEMBER 18, 1843

(From Photostatic Copies in the Illinois State Historical Library)

Lincoln drew the affidavit and praecipe in this suit of Spear vs. Lowry. Spear was a friend of Lincoln dating from the latter's New Salem days, but this did not weigh when Logan & Lincoln were given opportunity to serve new clients, and more than once they appeared as opposing counsel in the litigation for which Spear appears to have had a liking. There is no available record of the outcome of his efforts to recover possession of "one gray horse, three cows and three calves."

State of Illinois }
Sangamon county } SS

David Spear, being first duly sworn, states on oath that he is about to commence an action or Replevin against William Lowry, in the circuit court of the county aforesaid, to recover or obtain the possession of one gray horse, three cows and three calves, that he is lawfully entitled to the possession of said property, and that said Lowry wrongfully detains the same from him, and that the same has not been taken for any tax, assessment, or fine, levied by virtue of any law of this State, nor seized under any execution or attachment against the goods and chattels of affiant, liable to execution or attachment— David Spear

Subscribed & Sworn to
before me this 18th December 1843
J Calhoun Clerk
pr Thos Davis D. C.

The clerk of the Sangamon circuit court will please issue a writ of Replevin according to the above affidavit—

Logan & Lincoln

Dec. 18, 1843

Of the March term of the

State of Illinois } Circuit court of the county
Sangamon county } ss of Sangamon A.D. 1844—

William Lowry was summoned to answer David Spear of a plea wherefore he wrongfully detained, the goods and chattels, towit one gray horse, three cows and three calves, to the possession of which the plaintiff was lawfully entitled, against pledges &c and thereupon the plaintiff complains, for that the said defendant on the day of December in the year of our Lord one thousand eight hundred and fortythree, at the county aforesaid, wrongfully detained the goods and chattels, towit one gray horse, three cows, and three calves, to the possession of which the plaintiff was then and there lawfully entitled, of great value, towit of the value of one hundred dollars, against sureties and pledges until &c Wherefore the plaintiff says he is injured and has sustained damages to the amount of one hundred dollars, and therefore he brings his suit &c

Logan & Lincoln p. q.

ASSIGNMENT OF ERRORS, SUIT OF McDONALD VS. FITHIAN AND JUNEAU, APPEALED FROM THE VERMILION CIRCUIT COURT TO THE SUPREME COURT OF ILLINOIS, DECEMBER 21, 1843

(From Photostatic Copy in the Files of the Abraham Lincoln Association)

The history of this case is set forth at length in another place. Before the Supreme Court for five days between January 3 *and* 11, 1844, *it was then taken under advisement, and at a later date the decree of the lower court was affirmed. Lincoln's only contribution to the paper here reproduced was the phrase "In nullo est erratum" signed by Baker and himself.*

McDonald
vs
Fithian
&
Juneau

Appeal from Vermilion

Assignment of errors

The Court erred in dissolving the injunction and dismissing the Bill, when it should have made the same perpetual, and granted the other prayers of the Bill.

1st. Because the defendant admitted that he was the agent of complainant, when he made a new and different contract, from that which he communicated to his principal, and varient from that which his principal authorized him to make.

2nd. Because he did not disclose to his principal the new contract, the terms of it, nor the reasons for it, but confesses in his answer, that he carefully concealed them from his principal.

3. Because there was evidence of actual fraud on part of said defendant, which rendered the contract void, on which the judgment at law was rendered against complainant, and incapable of confirmation.

4th. Because fraud was to be implied from the inadequacy of consideration given by said agent to his vender, for the land sold by said agent and defendant to complainant, especially when the implication was strengthened by the evidence of confidence on part of complainant in defendant as agent, and other traits of fraud.

5th. That fraud was to be implied from the relative situation of the parties the defendant having purchased of his vender for his own gain while acting as the agent of complainant and others in making the purchase.

6th. Because the contract was void without proof of fraud practiced, or advantage gained on the part of said defendant as agent, by reason of the relation of the parties.

7th. Because neither in the length of time nor the acts of confirmation as set up by the defendant, was there such a confirmation, as would render the contract valid.

8th. Because the injunction ought to have been made perpetual, and the prayer for restitution, granted from all the foregoing grounds taken in combination, and—strengthening each other.

I I Brown
I M Roberts for Appellant

In nullo est erratum—
Baker & Lincoln p.d.

Filed 21st Dec 1843
E Peck
Clk.

AGREEMENT OF PARTIES IN THE SUIT OF McDONALD VS. FITHIAN & JUNEAU, SUPREME COURT OF ILLINOIS, DECEMBER 21, 1843

(Herndon-Weik Collection)

This agreement was drawn by Lincoln, as were the cover notations, with the exception of the date of filing. The document is badly torn at points and the words in brackets have been filled in from the format found in other Lincoln documents. At points the paper is so dark at the edges that words are difficult to see, but unless the paper is torn, no brackets are used. The Lincoln characteristic of raising the "c" in such words as "McDonald" is here clearly in evidence. It will be noted that he usually placed a double period under the "c", but at times that he omitted the "c" and used only the double period. The spelling of "Vermillion County" used by Lincoln differed from the "Vermilion" used at the present time. Lincoln underscored words in this document as he did in many others and he took no chances that his meaning might be misconstrued in important or unimportant details. Attorney Lincoln, more than most of his colleagues, sought clarity of meaning in his legal papers.

This case with the lower court history given occupies thirty odd pages in 6 *Illinois* 1 *Gilman. The lower court history began with a bill in chancery filed by McDonald, in which it was stated that one Isaac Moores, agent for Alexander McDonald; James P. Murphy, agent for John H. Murphy, Hezekiah Cunningham, and William Fithian went to Milwaukee to purchase four one-acre lots of one Solomon Juneau. Fithian proposed to the others that he act as agent in the transaction as he had had previous dealings with Juneau. This was agreed to by the others. Acting as go-between Fithian purchased four one-acre lots of Juneau for* $3,000. *each. He was to pay* $3,000. *down, and the balance in installments. Each one of the four men was to pay* $750. *down, and the balance in installments. Fithian asserted that Juneau had agreed to accept his notes, and that the others were to give him their notes for the balance to be paid.*

McDonald asserted that he paid the initial payment, and gave his notes to Fithian for the balance. He claimed further that Fithian held a bond on property bought of him by Juneau, and that Fithian and Juneau had entered into a fraudulent conspiracy, whereby Fithian was to receive his lot free in return for getting a price of $3,000 *per acre from the others. He contended that the other three men had been caused to pay the cost of Fithian's lot, and that Fithian had usd his bond on Juneau as payment down for the lots. The notes given to Fithian were payable on April* 4 *and October* 4, 1837, *and on non-payment of the notes, Fithian sued for collection. A judgment in his favor for* $1,500 *and* $349 *damages was rendered at the May,* 1841, *term of the Vermilion circuit court.*

McDonald countered with a bill in chancery, asserting that Fithian had engaged in a fraudulent conspiracy, and prayed that an injunction issue against Fithian restraining him from further proceedings on the judgment. In addition, McDonald asked return of the monies paid to Fithian for down payment and interest on the notes, and a decree against Fithian for all costs and damages in the case. Fithian denied any intention to defraud, and numerous depositions were taken in the case. At a final hearing before Judge William Wilson, the injunction was dissolved, and the bill in chancery dismissed.

In the hearing of the case before the Supreme Court of Illinois, J. J. Brown and J. McRoberts appeared for the appellant, McDonald, while Lincoln & Logan represented the appellees, Fithian and Juneau. On January 3, 1843, *McRoberts moved that the deposition of J. H. Murphy taken in the cause of Cunningham vs. Fithian be read. The motion was resisted by Logan and Lincoln. The case was continued on the following day, at which time, McRoberts asked leave to file the affidavit of J. J. Brown in support of his motion, along with the deposition of J. H. Murphy. The case was set for argument on the following day, January* 5*th. McRoberts began the argument in the case on January* 8, 1844. *The argument was continued on the following day by McRoberts, and he was opposed by both Lincoln and Logan. On January* 10, 1844, *Brown continued the argument for the appellant, and concluded it on the following day, at which time the case was submitted to the court. The court took it under advisement on February* 10, 1844, *and its opinion was handed down the following day by Justice Walter B. Scates.*

The substance of his opinion was that both evidence and

depositions revealed no intent to defraud. Scates asserted that Fithian had not acted as an agent, but as a friendly go-between in a plan agreed on by the parties to the transaction. He asserted further that Fithian had a right to use his bond on Juneau as purchase money. He deplored the secret agreements of Fithian and Juneau, but said that Fithian had maintained an unwise secrecy to protect the interests of friends. He concluded finally that the intent to defraud had not been proven, and affirmed the judgment of the lower court with costs to the appellants. Justices Samuel H. Treat, James Shields, and Jesse B. Thomas gave dissenting opinions.

J. J. Brown petitioned for a rehearing of the case, but his motion was resisted by Lincoln on February 24, 1845, *at which time the Supreme Court denied the petition of Brown. For a complete discussion of this rather involved case, see* 6 Illinois 1 Gilman, 269-300.

John J. Brown was an able attorney of Vermilion County, and an outstanding Whig leader. His co-counsel was Josiah McRoberts who opposed Lincoln on other occasions and was at times associated with him. Lincoln was one of three men to examine and approve of Josiah McRoberts as an attorney before the Illinois bar. This he did on July 8, 1841, *at which time, he examined and approved John H. Murphy mentioned in this case. Murphy was co-counsel with Lincoln in the hearing of Fithian vs. Cunningham in May,* 1846. *For a case in the Supreme Court of Illinois, that is but another part of this whole transaction, see the Assignment of Errors in Cunningham vs. Fithian, dated February* 19, 1845.

A few days after Lincoln drew the agreement here reproduced he and his wife no doubt read in the Lexington Observer and Reporter of the debate carried on in its columns between Robert Wickliffe, known as the Old Duke, and Dr. Robert J. Breckinridge, opponents on the slavery question, and also bitter personal enemies—a debate which had to do with the state law forbidding the importation of slaves into Kentucky. Wickliffe's utterances had no particular meaning for Lincoln, but he must have given instant and unreserved endorsement to Breckinridge's ringing declaration that "the highest of all rights is the right of a man to himself." When war came in 1861 *Breckinridge, in sharp contrast to some of his kinsmen, was to prove a stalwart and unswerving champion of the Union cause who never minced his words, and in June,* 1864, *to serve with masterly effect as tem-*

porary chairman of the convention which nominated Lincoln for a second term.

Alexander McDonald vs William Fithian, and Solomon Juneau | In the [Supreme court of the] State o[f Illinois, December term] [A. D. 1843] Ap[peal from] Vermill[ion]

In this [case] the parties agree to direct the clerk of Vermillion county, to make out and certify an exact copy or transcription of the deposition of John H. Murphy, together with the caption under which it was taken, and every thing on record, or among the papers, in his office concerning said John H. Murphy's deposition, which deposition was taken to be read in evidence in the case of Hezekiah Cunningham against said Fithian, and transmit the same to Springfield, and it is further agreed by the parties that if it shall appear on the face of said deposition, or in the caption thereto, or in any other paper, or part of the record in either of the above mentioned cases, that there was a[n]agreement of the parties, that said deposition might be read in evidence in the McDonald case then said deposition or transcript thereof may be used by the complainant on the trial of the McDonald case in the Supreme court— And it is further agreed by the parties that the statement in the Record in the McDonald case, that the deposit[ion] of Juneau & Poff, *taken by the defendant,* be excluded or rejected, is a mistake, and that the truth is, that it was the depositions of Juneau & Poff, *taken by the complainant* that really were excluded, and that the deposition of Juneau, taken by defendant was never rejected, and is to be read on the trial in the Supreme court—

McRoberts & Brown
for McDonald

Lincoln, for Fithian & Juneau—

McDonald vs Fithian & Juneau | Agreement of parties—

Filed 21st Dec 1843
E Peck
Clk

CHAPTER VII

LINCOLN IN THE YEAR 1844

SURVEY OF PERIOD

Abraham Lincoln did not vote in 1844, *but his chief concerns in that year were political ones, and his time and effort were devoted in major measure to the election, by the Whigs confidently expected, of Henry Clay to the Presidency. He gave many days to a study of the tariff, then a dominant issue as a result of the workings of the measure Congress had enacted in* 1842, *and the numerous and lengthy speeches he delivered in its defence moved the State Register, the Democratic organ in Springfield, to sarcastically term him "the great Goliah of the Junto," a group made up of the Whig leaders who had their headquarters in that city. The same journal informed its readers on March* 22 *that a free-trade speech by A. W. Cavarly, a Democratic presidential elector had "so disturbed Lincoln that he promised to forfeit his 'ears' and his 'legs' if he did not demonstrate that protected articles had been cheaper since the* 1842 *tariff than before."*

Lincoln had been chosen a presidential elector at the Whig state convention held in Springfield on December 11 *and* 12, 1843. *It was understood that each of the nominees for elector should stump the state. Lincoln took this implied pledge in good-faith, and upon February* 21, 1844, *his friend William Butler wrote to John J. Hardin in Washington that "Baker, Lincoln, Logan and Stuart are making speeches every night at some one of the precincts in our county to crowded houses; we expect to give* 1,000 *majority in Sangamon County for Clay." Five days before this letter of Butler to Hardin, the Democratic State Register, lampooning the Whig efforts to duplicate the enthusiasm of the Tippecanoe and Tyler campaign of* 1840, *printed a letter which it claimed came from the pen of Lincoln's friend, the editor of the Sangamo Journal. "Lincoln, another member of the Junto," Francis was represented as saying, "is a greater man than Baker. He is our jester and mountebank. We have had him appointed a candidate for Clay elector. This we hope will buy him off from being a candidate for Congress in the way of Baker. . . Lincoln is a long-legged varmint and great at jumping. He earned his*

membership in the Junto by jumping out of the window of the State House to save the bank, and since that great jump he has 'jumped to' the head of the Whig Party. . . . Lincoln has attained to a high degree of skill as an orator; for he can make a speech that is all length and height like himself, and no breadth or thickness whatever."

With heart and soul in the campaign to elect Clay, Lincoln turned to good purpose his fall and spring journeys over the Eighth Circuit. Thus at Tremont upon April 3 *he began a series of debates with John Calhoun, also a presidential elector of his party, who in an earlier time when surveyor of Sangamon county had appointed Lincoln his deputy. Twice during the sessions of the court in Tazewell and Woodford counties Lincoln left it to address the Whigs of Peoria, and he was one of the nine orators listened to by from* 5000 *to* 8000 *Whigs who, despite the flooded conditions then prevailing in Central Illinois, assembled in that city on June* 19. *And he was one of a goodly delegation of Whigs who led by a brass band set out from Springfield on July* 15 *for a great mass meeting in Vandalia. These Springfield Whigs halted on the way for a rally at Hillsboro, and at Vandalia on July* 19 *Lincoln and seven others addressed* 6000 *men and women, who "moved from stand to stand to listen to their favorite orators."*

Meanwhile at Baltimore on May 1 *the Whig national convention by acclamation nominated Clay for President. Four weeks later in the same city the Democrats, to the amazed surprise of the country, chose James K. Polk of Tennessee as their candidate. It had been assumed that the Democratic nominee would be Martin Van Buren, who had a majority of the delegates and clearly merited the honor. But Van Buren had refused to endorse his party's demand for the annexation of Texas, and this, with readoption of the rule requiring two-thirds of the delegates to nominate, defeated him. At the end of a long and bitter contest, the nomination went to Polk, who had the support of the aging but still powerful Jackson and who thus became the first dark horse to be named for the Presidency. The curious will find a lively and informing account of Polk's nomination in the volume, Constitutional and Party Questions, which Stephen A. Douglas in a later time dictated to J. Madison Cutts.*

The Democrats in their platform declared for the annexation of Texas and the possession of Oregon, and without delay succeeded in making expansion the dominant issue of the campaign.

On the other hand, most of the northern and many of the southern Whigs were opposed to taking Texas into the Union. Instead, they sought support as champions of protection, a national bank and a "sound currency," although in the main they based their hopes of success at the polls on the appeal of their candidate, Henry Clay, who for more than a score of years had been a popular idol. Lincoln had no doubt of his condidate's success, and between May and October he spoke in his behalf upwards of forty times, in all parts of Illinois. The text of none of his speeches has been preserved, but there is little doubt that they followed the lines of the circular which in the previous fall he had written for the Whigs of Illinois. There is also little doubt that they substantially increased his reputation as an orator.

In mid-October Lincoln left the Coles circuit court at Charleston for a series of speeches in Southern Indiana, thinking, as he later wrote a friend, that he "might aid some to carry" that state for Clay. He is believed to have spoken in Vincennes and Washington; on October 30 *he addressed a large audience at Rockport, and his old schoolmate Nat Grigsby later recalled that he made two speeches at Gentryville, his boyhood home, where election day found him. After the election he journeyed homeward by way of Lawrenceville where he picked up the Lawrence county election returns for delivery to the secretary of state in Springfield.*

The outcome of the election was a sore and unexpected disappointment to Lincoln and his fellow Whigs. They won in Sangamon county, but thanks in part to the adroit and effective leadership of Douglas, Polk carried the State of Illinois over Clay by 13,000 *votes. During the campaign expansion was the supreme issue, and little was said either by Whigs or Democrats about slavery. Nevertheless, slavery decided the election. In August,* 1843 *James G. Birney had been nominated a second time by the Liberty party, and the vote cast for him in New York gave that pivotal state and the election to Polk. Thus final defeat came to Clay in his life-long fight for the Presidency, and the annexation of Texas, toward which his position had been a vacillating and disastrous one, became a certainty of the early future.*

The campaign of 1844 *was preceded and followed by events of personal import to Abraham Lincoln. In May,* 1844, *he and his wife went to live in a house at the corner of Jackson and Eighth streets, which he had bought for* $1500 *from the Rev. Charles Dresser, the Episcopal minister who had married them,*

and which was to remain their home until in February, 1861, *they left Springfield for Washington. Eight months later Lincoln's partnership with Stephen T. Logan was dissolved, and he took as a junior partner twenty-five year old William Henry Herndon who had been a student in the office of Logan & Lincoln. Lincoln and Herndan practised law together until the summer of* 1860, *and the partnership continued after Lincoln's election as President, and until his death.*

The history of the house which for upward of sixteen years was the Springfield home of the Lincolns was in 1925 *set forth by Archie L. Bowen in Lincoln Centennial Association Papers. It was on January* 7, 1844, *that Lincoln and Dresser made a contract for a deed to the house. Dresser was to convey the property to Lincoln or before April* 1, *while Lincoln was to pay Dresser* $1200 *and convey to him a lot on Adams street, Springfield, acquired two years earlier by Lincoln & Logan from Ninian W. Edwards. The terms of this contract were duly carried out, and May* 2, 1844, *Dresser deeded Lincoln the property. A frame cottage a story and a half in height when bought, the house was in* 1856 *enlarged to two full stories. Except for a year during Lincoln's term in Congress the family lived there until just before they left for Washington in February,* 1861.

There three of the four sons of the Lincolns were born and one of them passed from life. There in the early afternoon of May 18, 1860, *Lincoln told his wife of his nomination for President; there on the following day he received from a committee of the Republican national convention formal notification of that event, and there during the ensuing months he talked with major and minor leaders of his party who came to advise with him as to the selection of his cabinet, and often, with watchful regard for their personal interests, as to other appointments to high office. Since* 1888, *by gift of Robert Todd Lincoln the Lincoln home has been the property of the State of Illinois. In* 1929 *sketches of the interior as it appeared in* 1860 *were discovered and the furnishings of the rooms arranged in accordance with them, so that visitors now find them exactly as they were during the Lincolns last months in Springfield.*

The builder in 1826 *and the prosperous conductor for a long period of the Indian Queen, Springfield's first tavern, was Archer G. Herndon, a native of Virginia who in* 1821 *had migrated to Illinois from Kentucky, to become without delay one of the leaders of a frontier county and town, in due time adding store-*

keeping and stockbreeding to his sources of income. A man of devoted friendships and violent antipathies, Herndon was also an ardent Democrat in politics and a stout champion of slavery. Not so his oldest son William Henry Herndon, born in Kentucky in 1818, *who at the age of nineteen, after attending several private schools of good quality, was encouraged by his well-to-do father to enter Illinois College in nearby Jacksonville, this in face of the fact that that institution, founded and conducted by New Englanders, was a hotbed of abolition sentiment. Thus the younger Herndon had been only a few months in Jacksonville, when Elijah P. Lovejoy was killed by a pro-slavery mob at Alton, and the faculty and students of Illinois College joined in angry denunciation of the outrage.*

The elder Herndon, however, it is said, refused to have any share in the education of "a damned Abolitionist pup" and ordered his son's return to Springfield,—a command which had obedient if grudging observance. "But it was too late," was the younger Herndon's comment in an after time. "My soul had absorbed too much of what my father believed was rank poison." Instead, filled with "desperation" by the Lovejoy murder, the abolition of slavery became and remained for a quarter of a century his earnest and persistent political purpose. Back in Springfield in 1837 *William Herndon did not return to his father's house. Instead, he struck out for himself, renewing a clerkship in the store of Joshua Fry Speed, and making his home in a room above the store along with Speed and Lincoln. Herndon had first seen Lincoln in* 1832 *when with other excited and curious lads he had watched the New Salem storekeeper pilot the Talisman, the first and only steamboat to ascend the Sangamon. He at once became an admirer of Lincoln, and clerk and lawyer saw much of each other after the latter's removal in* 1837 *to Springfield. Herndon left Speed in* 1842 *to become a student in the law office of Logan & Lincoln, and he had not yet received a license to practice when upon the dissolution of that firm in the late fall of* 1844 *Lincoln, greatly to his surprise, invited him to join a new partnership.*

For some time both Logan and Lincoln had nursed the desire to be the Whig candidate for Congress in the Springfield district, and Herndon long credited a rumor that occasional clashes on this and other matters had finally led to a rift between them. There appears, however, to have been no real foundation for this belief, and no cause to doubt the reasons later given by

Logan for the termination of his partnership with Lincoln. "Our law partnership continued perhaps three years," said Logan. "I then told him that I wished to take in my son David with me who had meanwhile grown up, and Lincoln by that time was quite willing to begin on his own account. So we talked the matter over and dissolved the partnership amicably and in friendship."

Be all this as it may, there came an autumn morning when Lincoln climbed to the one-room office Herndon, pending admittance to the bar, had lately opened on the floor above that of Logan & Lincoln, and, telling the younger man that his association with Logan was at an end, invited him to join in a new partnership. "I was young in the practice," Herndon afterward wrote, "and was painfully aware of my want of ability and experience; but when he remarked in his earnest, honest way: 'Billy, I can trust you if you can trust me,' I felt relieved, and accepted the generous proposal."

The new partners were sharply contrasting personalities—Lincoln cautious, conservative and slow to reach conclusions; Herndon hot-tempered, quick in action and usually ready for a fight with words or fists. Moreover, Herndon was heartily disliked by Mrs. Lincoln, to whom at their first meeting he had given unwitting, but lasting offence by comparing her grace as a dancer to the movements of a "serpent." But somewhat to the surprise of their friends the new association proved an agreeable and satisfying one, and as time passed it became very like that of an elder and younger brother—charged with loyalty, respect and a full measure of sincere and unfailing good-will. With Herndon it was always "Mr. Lincoln," while with Lincoln it was "Billy" or "William." And almost from the first Herndon performed his full share of the firm's work. During six months of the year Lincoln was on the circuit, while Herndon looked after the routine of their Springfield office, tried cases in nearby counties or in justices' courts, and made ready for the next term of the Sangamon circuit court. Lincoln looked after the business of the firm in the Federal courts, but both argued cases in the circuit courts and the Supreme Court of Illinois, and they shared in the onerous preparation of necessary papers.

Dr. Joseph Fort Newton in his admirable Lincoln and Herndon, Page 252, cites an informing letter from Charles S. Zane, who as a student was familiar with the affairs of Lincoln & Herndon, and who practiced with Herndon after Lincoln became President. "In their office and elsewhere," writes Zane to New-

ton, "the partners always treated each other kindly and with great respect. . . . Mr. Herndon as a rule considered propositions and questions in the abstract, while Lincoln considered them more in the concrete. . . . As a rule they both did not engage in the trial of the same case." Zane adds that Herndon "did not spend much time in the preparation of his cases; in that respect he was like Stephen T. Logan, Lincoln's former partner; he was wonderfully ready. Lincoln was more methodical and systematic. Herndon thought he was too careful in presenting his arguments to the court, that he sometimes spent too much time in drawing inferences in support of his propositions and reasoning out his positions."

It is also to be noted that from the first Lincoln's association with Herndon proved helpful to him in a political way. In 1844, *after his defeat for Congress by Baker, Lincoln complained to his friend James Matheny that in that contest he had lost the support of many of the younger Whigs because he had "married into the aristocracy." Herndon, however, stuck to Lincoln, and, being a hail fellow well met with all classes and conditions of men, as the years sped assured his partner a support that otherwise might have escaped him. Moreover, the reforms successively supported by Herndon ranged from woman suffrage to abolition, and his championship of them did not fail to influence in some measure the thinking of his more conservative partner. He ere long had a part in prompting Lincoln to oppose the extension of slavery. A little later he had also a part in the formation of the Republican party in Illinois, a movement from which Lincoln at first held aloof, and, loath to leave the Whigs, only joined with reluctance when it was well underway. Herndon never boasted that he had guided Lincoln into the anti-slavery path, but the unprejudiced recorder of history must accord him a measure of credit for that accomplishment.*

LINCOLN TO HENRY E. DUMMER, JANUARY 2, 1844

This note of Lincoln to Dummer, who had preceded him as the law partner of John T. Stuart, was first published in Uncollected Letters of Abraham Lincoln assembled by Gilbert A. Tracy, Boston, 1917. *It was written on the second day of a year charged with unusual events—the twelve-month in which the aged Albert Gallatin, all his life an opponent of slavery, enlisted without reserve in the contest for its abolition and so added to the influence of the non-Garrisonian abolitionists. It was also in* 1844 *that the*

surveyor, William Burt, while engaged in one of the last surveys of the old Northwest Territory, with a couple of Chippewas among his crew, seeking the cause for the odd behavior of his compass needle, first found outcrops of the iron that rings Lake Superior—a discovery that hastened the settlement of Minnesota and Wisconsin, two of the Western states which in 1860 *gave their electoral votes to Lincoln. Finally it was in* 1844 *that hard-headed Johan Reinert Riersen, having toured all of the American West, published his Pathfinder for Norwegian Emigrants, a book which quickly became the trusted guide of those of his countrymen intent upon finding homes in the New World, and whose votes in* 1860 *swelled Lincoln's majorities in the states of the Northwest.*

Springfield, Jan. 2, 1844.

Friend Dummer: In reply to yours of the 14th ult. I say that if you can get a clean title to the 40 acres of land, together with costs, and a reasonable fee to yourself, I reckon you had better do it.

Have the deed made to me.

Yours as ever,
A. Lincoln.

AGREEMENT IN THE SUIT OF ROBINSON VS. CHESSELDINE ET AL, SUPREME COURT OF ILLINOIS, JANUARY 6, 1844

(Herndon-Weik Collection)

This agreement appears to be from the pen of Albert T. Bledsoe. Abraham Lincoln signed "Logan & Lincoln p. d" for his legal firm. The verso notations are the work of Ebenezer Peck. The lower court action in this case began with a bill in chancery, which asked for an injunction against execution of judgment, and prayed for general relief. The bill declared that on November 9, 1840, *Greenleaf C. Robinson executed a note for* $680.85 *payable to Henry Chesseldine, one year from the date thereof. At the April,* 1842 *term of the Brown circuit court in Illinois, Chesseldine recovered a judgment on the note, and an execution issued, directed to Sheriff Nye of Brown county. Nye levied execution on the lands of Robinson, and advertised the land for sale on July* 18, 1842. *He was about to*

sell it without having it appraised as required by an act of the Illinois Legislature of February 27, 1841, *when Robinson filed his bill to enjoin him from so doing.*

The defendant filed a general demurrer to the bill, and the cause was heard before Judge Stephen A. Douglas at the September, 1842 *term of the Brown circuit court. The noted political antagonist of Abraham Lincoln sustained the general demurrer to the bill, dissolved the injunction, and dismissed the bill.*

In his appeal to the Supreme Court of Illinois, the appellant, Chesseldine was represented by J. J. Hardin, D. A. Smith, and A. T. Bledsoe. The appellees, Henry Chesseldine et al, were represented by Logan & Lincoln. On December 14, 1842 *Robinson was ruled to assign errors by December* 16, 1842. *Lincoln, on December* 19, 1843, *moved to dismiss the case, because there was no final decree in the lower court. On January* 6, 1844, *Bledsoe filed this agreement, and it was made a part of the record on his motion. The case was argued on January* 22, 1844, *by Bledsoe for Robinson, and Lincoln for Chesseldine et al, and then submitted to the court. Justice Walter B. Scates handed down the opinion of the court on January* 30, 1844. *He gave as opinion, the fact that a party out of term, moving to set aside an execution, might see the judge in his chambers, and have all further proceedings stayed until a further order from the court. Under such provision, the plaintiff in the lower court might have obtained a stay of proceedings, and two-thirds of the appraisement value, if he was entitled to it. Such order would have been endorsed on the execution.*

The plaintiff in the lower court had ample redress at law, but did not avail himself of it. Courts of equity do not exercise concurrent jurisdiction unless fraud, accident, etc., is shown to exist. The appeal made no claim of existence of fraud, and hence the Supreme Court of Illinois had no jurisdiction over the case.

Justice Scates followed his opinion with an affirmation of the decree of the lower caurt. This case has interest, if only for the fact, that it finds Lincoln arguing to uphold a stand taken by Douglas.

For a report of this case, see 5 Illinois 4 Scammon, 332-334.

Two days before this agreement of January 6, *Lincoln's long-time rival, Stephen A. Douglas, delivered the first of the many noteworthy speeches which were to punctuate his career in the House and Senate at Washington. Elected to the House over*

Orville H. Browning in 1843, *when on January* 4, 1844, *that body had under consideration a bill to remit the fine for contempt of court imposed upon General Jackson at New Orleans in* 1814, *the thirty-year old Douglas sprang to the defense of the hero he had idolized from boyhood in an hour's argument that on the instant won him high rank as a debater. "An eloquent, sophistical speech, prodigiously admired by the slave Democracy of the House," was the acid comment on it which John Quincy Adams confided to his diary, and Attorney Lincoln's opinion was no doubt of the same sort. But it won Douglas the lively regard of Jackson, a regard which helped the younger man not a little in his rapid climb to repute and leadership.*

Supreme Court
Robinson v Cheseldine

It is admitted by the parties to the above entitled cause, that a final decree was made therein in the court below, dismissing the bill of injunction, and it is agreed, that said final decree may be considered as duly embodied in the record of said cause in the Supreme court, and the said cause heard as if the record contained & set forth the said final decree.

Jany. 6th 1843

A. T. Bledsoe for appt
Logan & Lincoln p. d

Greenleaf C. Robinson
v
Henry Chesseldine et al
Agreement
Filed 6th Jany 1844
E Peck
C. S. S.

NOTICE OF TAKING DEPOSITIONS DRAWN BY LINCOLN IN THE SUIT OF ALGER VS. ALGER, SANGAMON CIRCUIT COURT, JANUARY 8, 1844

The Herndon-Weik Collection contains a lengthy document dealing with the case of Alger vs. Alger but the only parts of this document in the hand of Lincoln are the first two paragraphs, beginning with the words, "Polly Alger vs. Addison Alger," and concluding with the signature, "Baker & Bledsoe,". The "B" in

"Baker" appears to have been written over the letter "A", and Lincoln may have penned an "A" from force of habit. Although Lincoln crossed out the word, "next" and replaced it with "last" in the phrase, "monday the 15th day of January last," he failed to notice that he had omitted the word, "notice," in the clause, "The defendant's solicitors will take that." Such omissions were not uncommon in the legal papers of Lincoln, but they were not characteristic of the careful Springfield attorney. The "dedimus potestatem" mentioned by Lincoln was a writ permitting a private person to act in the capacity of a judge for the taking of depositions from witnesses, or testimony from the same. William H. Leonard, the attorney for Polly Alger was well known to Abraham Lincoln as both associate and opposing counsel in several cases before the circuit court of Tazewell county. Leonard and Lincoln met also in cases brought before the Supreme Court of Illinois. No record of the part of Lincoln in the divorce case of Alger vs. Alger has been made available. The only evidence of his connection with it is contained in his writing of the notice in the case. It may be that he had but slight connection with it and wrote a part of the document for his friends, Baker and Bledsoe.

And in the Senate at Washington upon January 8, 1844, Senator Semple of Illinois gave a new turn to a dominant issue of the time by moving that the President be requested to give necessary notice to Great Britain for termination of the convention of 1827 for the joint occupation of Oregon. It soon developed that no negotiations looking to that end were then in progress in London, and as a result of it Semple's resolution was voted down; but the attendant debate served to revive interest in the Oregon question, and to clear the way for Democratic commitments which later in the year had a helpful part in the election of Polk to the Presidency.

When the Senate again debated the Oregon question Daniel Webster was in Washington preparing to argue the Girard will case, and also keenly alive to the fact that the doors of many leading Whigs, angered by his overlong association with the Tyler administration, were closed to him. By happy chance, however, John Minor Botts had presented Willie P. Mangum with a saddle of Southdown mutton of his own raising; Mangum promptly arranged that a few of his Whig friends should partake of the mutton, and Rufus Choate saw to it that Webster should be one of those invited to the projected feast. The dinner took place upon the evening of January 9, and at the outset, Choate ex-

cepted, the bearing of most of the guests toward the late secretary of state was in no way a cordial one. But, to quote Nathan Sargent, who was present, Webster took pains "to conciliate his old friends and restore old feelings, drank wine with each, and finally, as the bottle circulated, hearts were warmed into congenial conviviality. And so Webster became once more a Whig in full communion with, and good standing in the party." Six years later Webster, again a senator, was to join hands with Clay in securing passage of the last compromise on slavery, at the same time putting an end to his cherished ambition to be a Whig President.

Polly Alger
vs.
Addison Alger

In Sangamon circuit court—
Bill for Divorce—

The defendant's solicitors will take that on monday the 15th day of January last, the complainant will sue out of the clerk's office aforesaid, *a dedimmus potestatem* directed to Charles B. Durtcher Esq. of Columbia County in the State of New York, to take the depositions of Ebenezer Reed, Betsey. A. Mead, Eliza A. Dickerman, Sarah Griswold (late Miss Risedorf) Rufus Reed, Robert G. Fray, and Timothy Woodbridge, all of said Columbia county, to be read in evidence in the trial of the above entitled cause, and that the attached are copies of the interrogatories intended to be put to said witnesses respectively.

January 5th 1844—

Polly Alger
By Wm H. Leonard—Sol.

We acknowledge the service of the above notice, together with the attached interrogatories, on this 5th day of January 1844—

Baker & Bledsoe

BILL OF COMPLAINT IN THE SUIT OF HAY VS. BRYAN, SANGAMON CIRCUIT COURT, JANUARY 12, 1844

(Herndon-Weik Collection)

This bill of complaint is in the handwriting of Abraham Lincoln, as is the first cover notation citing the case. The other cover notations may have been penned by Calhoun. Lincoln wrote the words, "your believes and charges to not have been,"

after "but which instrument," but crossed the words out, leaving the phrase, "but which instrument is genuine." He had a merry time with the clause, "Your orator also charges that, at the time said execution was placed in the hands of said sheriff," for he crossed out the word, "hands," replaced it with "place," and crossed that out, then went back to the original word, "hands." Such changes are not significant, except in giving possible revelation of a search by Lincoln for the best word for expression of thought.

The defendants to this suit filed their answer on March 26, 1844, *and Hay was given leave to file his amended bill upon April* 1, 1844. *On November* 29, 1844, *Hay was granted permission to file an amended answer within ten days. Lincoln filed notice of publication August* 6, 1845, *but the case was not decided until March* 27, 1847, *when the defendants defaulted and the plaintiff's bill was taken as confessed.*

The judgment of July 28, 1843, *referred to by Lincoln, is difficult to place. In the case of Nathaniel Hay vs. Nicholas Bryan, the declaration was filed on June* 28, 1841, *and the defendant defaulted on July* 28, 1841. *A jury awarded Hay a judgment of* $222.50 *and damages on August* 3, 1841. *The amount of the judgment of July* 28, 1843, *as given by Lincoln, does not tally with that of the one of August* 3, 1841, *but there is unusual coincidence that both judgments were connected with the date of July* 28. *Lincoln seems to have erred in the use of the date of the judgment, for he follows it immediately with reference to an execution issued on August* 11, 1842, *and the return of the execution upon November* 10, 1842.

There is one point that reveals great discrepancy between the case of 1841, *and the one referred to by Lincoln, and that is the matter of the value of the bricks. In the* 1841 *case, the account rendered for bricks was fifty dollars, while the bricks were valued at several hundred dollars in the case cited by Lincoln in this document. It is possible that Lincoln referred to the suit of Nathaniel Hay vs. Nicholas Bryan, but the evidence does not offer conclusive proof that it was the case of* 1841.

The collection of Oliver R. Barrett contains a praecipe of July 15, 1842, *which was written and filed by Lincoln. It was one of the documents in the case of Hay vs. Bryan et al, an action of trespass in which the plaintiff asked for* $600.00 *damages. The* 1842 *date might place this suit as the one Lincoln referred to, but*

it will be noted that Lincoln distinctly states that the 1842 *suit was instituted against Nicholas Bryan, and not Nicholas Bryan et al.*

To the Honorable the Judge of the Sangamon county circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator Nathaniel Hay that some time in the year 1836, to wit about the third day of May in said year, one Nicholas Bryan, whom your orator prays may be made a defendant to this Bill, at a public sale of lots in E. Iles addition to the (then town, now) city of Springfield, in the county aforesaid, purchased, or bid off, Lots One and Two, in Block Five in said addition, of which Elijah Iles was the owner; that said Bryan paid said Iles for said lots out of his (Bryan's) own proper means, part of which payment was made in stone and timber, which were used in the building of said Iles' present dwelling house: that said Iles & his wife by the procurement of said Bryan, executed and delivered to said Bryan, a deed, conveying said lots to one George Bryan senr. who is the father of said Nicholas, and whom also your orator prays may be made a defendant to this Bill; that said deed has never been recorded in the Recorder's office of said county; that said lots were not purchased by said Nicholas, by the direction of, or for the use of, said George, and were not paid for, in whole or in part, out of the means of said George, but that said Nicholas purchased them of his own accord, and for his own exclusive use and benefit, and paid for them out of his own proper means; as evidence of which, your orator charges, that said George admitted to, and in the presence of, one Thomas P. Peltus, [?] that he knew nothing about said lots; that he had not bought them, or paid for them, and that he did not own them—Your orator also charges, that for a long time before and since the purchase of said lots, said Nicholas had been in the possession, and enjoying the profits of, a large real estate, which he had purchased of the Government of the United States in the name of the said George; and that when circumstances pressed him to it, he produced an instrument, purporting to be a lease of long standing, of said real estate from said George, to him, said Nicholas but which instrument if genuine, was kept secret, for many years, from all the world, except

the family of the said Nicholas , and during all which time said Nicholas was occupying, or otherwise controlling said real estate, professing to do so as the *agent* of said George, and saying nothing publicly about said lease — From all which your orator believes and therefore charges that said Nicholas, for a long time has been, and still is, using the name of said George as a cloak to protect his, said Nicholas's property from his creditors, and that he is now so using the name of the said George to protect the lots aforesaid, together with the improvements thereon, from the claim of your orator, hereinafter to be stated, as also from the charges that since the purchase of said lots, the said Nicholas has erected thereon, a good comfortable dwelling house, in which he now resides with his family, and for a long time has so resided — Your orator also charges that prior to the 28th day of July 1843 he sold and delivered to said Nicholas a large quantity of bricks amounting in value to several hundred dollars, which bricks were used by said Nicholas in the erection of the aforesaid dwelling house in which the said Nicholas now resides; that he, your orator, instituted a suit against said Nicholas, on the common law side of your honorable court, to recover a ballance remaining due him from said Nicholas for said bricks, and on the day and year last aforesaid, recovered judgment in said suit for the sum of $171-28 cents and costs. which costs, then and since accrued, amount to the sum of $9- 75 cents or thereabouts; that on the 11th day of August 1842, an execution was duly issued from said judgment against the property of said Nicholas and afterwards placed in the hands of the Sheriff of said county, which execution was on the 10th day of November 1842 duly returned by said sheriff "No property found in my county on which to levy this execution"— Your orator also charges that, at the time said execution was placed in the hands of said sheriff, and ever since. the said Nicholas has had no property, held in his own name, out of which said execution or any part thereof could have been satisfied, or any considerable sum of money made—

Your orator therefore prays that the People's writ of subpoena issue for said defendants, that they answer all and singular the allegations of this Bill, but the necessity of their answers, being on oath is hereby expressly waived; that said defendants or either of them that may have it

produce and file the said deed from said Iles and wife to the said George—and that on a final hearing of this cause, your Honor will decree the said lots and appurtenances to be sold to pay the full amount of principlal, interest, and cost due in the suit and judgement at common-law, and also the cost of this suit; and that the commissioner to make said sale, convey to the purchaser, all the right & title, both legal and equitable of both said defendants in and to said premises, and that your Honor will decree such other and further relief as equity may require, and as in duty bound &c.

Logan & Lincoln, for
complainant—

Nathaniel Hay
vs } Bill
Nicholas Bryan &
George Bryan Senr.

Nathaniel Hay
vs
Nicholas Bryan
& Geo Bryan Senr

Filed January 12th
1844

J Calhoun
Clerk

RECEIPT DRAWN BY LINCOLN IN RE PURCHASE OF HOME, FEBRUARY 5, 1844

It was on January 16, 1844 *that Lincoln and the Reverend Charles Dresser who had married him to Mary Todd, entered into a contract for the transfer to Lincoln of what is now known as the Lincoln Home—the purchaser agreeing to pay Dresser* $1200 *in cash and to convey a lot in the business section of Springfield which he and his partner Logan had acquired in* 1842. *The receipt here reproduced has to do with a payment of* $750. *which Lincoln made to Dresser on February* 5. *All is in Lincoln's handwriting except the two signatures.*

Received of A. Lincoln on the within seven hundred and fifty dollars, on which he is to be allowed interest at the rate of twelve per cent per annum, until the within contract is complied with, or performance offered by said Dresser, and in case said Dresser shall fail to comply with the within, we hereby bind ourselves to refund said seven hundred and fifty dollars to said Lincoln with interest at the rate of twelve per cent per annum from date.

February 5th 1844.

Charles Dresser
S. M. Tinsley

LETTER FROM LINCOLN TO RICHARD S. THOMAS, FEBRUARY 14, 1844

(Herndon-Weik Collection)

Richard S. Thomas was a lawyer of Virginia, Cass county, Illinois, long active in politics, first as a Whig and later as a Republican. Agreeable to promise Lincoln a week later journeyed to Virginia and on the afternoon of Washington's Birthday debated with Judge John Pearson the national bank question—the dominant political issue of the period. It is believed that in the evening Lincoln attended and addressed another gathering of the Whigs of Cass county.

The copy of this letter in the Herndon-Weik Collection is not in the hand of Lincoln, and is in the same hand as other letters to Richard S. Thomas in the collection. These appear to be verbatim copies of letters written by Lincoln. The names of the trio of adversaries mentioned by Lincoln are not given, but upon February 22, 1844 he debated the national bank question with Judge John Pearson. The debate was held in Virginia, Illinois, the home of Lawyer Thomas. The other two worthies may have been John Calhoun, and Alfred W. Cavarly with whom he debated the issues of a tariff and the bank at Jacksonville, about the middle of March.

Springfield, Feby. 14th 1844—

Friend Richard—

I am sorry to have to say I can find but one copy of President's Message in town and that one belongs to the State Library, and, of course, cannot be had— If alive and well, I am sure to be with you on the 22nd. I will meet the trio of mighty ad-

versaries you mention in the best manner I can— No news here—

Yours forever,
A. Lincoln

R. S. Thomas
Virginia, Ills

NOTE TO HENRY E. DUMMER, FEBRUARY 14, 1844

This brief note to Dummer is self-explanatory.

Springfield Feby 14th 1844

Mr. H. E. Dummer
Dr Sir

We were this morning called upon by Mr. Prentiss for five dollars for fees in A S. Wests case Mr. Pope for 50. cents in all $5.50 please get Mr. West to Enclose this to us we supposed that we had paid all the cost until we were called upon to pay this. As we became responsible for the fees by taking the Decree

Please see Mr. West about this & oblige Yours

Logan & Lincoln

LETTER OF LINCOLN TO SIMEON RYDER, FEBRUARY 16, 1844

The letter here reproduced, a photostat of which is now in the Illinois State Historical Society Library, has to do with the chancery suit of Ryder against Stringer and the heirs of Edward Mitchell which Logan & Lincoln instituted in the November, 1843, *term of the Sangamon circuit court. On the last day of November,* 1843, *they obtained a decree against Stringer in favor of Ryder for* $300 *with interest at 7% from January* 1, 1836. *At the March,* 1844, *term of court the case was continued, a final decree being rendered on July* 29, 1844 *when Ryder was awarded* $479.25 *and the heirs of Mitchell* $716.45.

The last days of February, 1844, *brought events which could not have escaped the attention of Attorney Lincoln. Nicholas Biddle, whose career and Bank of the United States had been wrecked by President Jackson, died on February* 27; *and on the same day at Washington John Quincy Adams, still a doughty fighter despite his years, secured the repeal by the House of the rule forbidding consideration of anti-slavery petitions, against*

which he had waged long and unrelenting war. It is to be recorded that this was made possible by the votes of certain Northern Democrats, favorable to the presidential candidacy of Van Buren, who united with the Whigs to bring about the repeal —a union of forces resented by Southern members and disastrous, as the sequel proved, to the prospects of the former President.

And next to the last day of February brought a disaster instant and far-reaching in its political consequences. In the forenoon of that day President Tyler, with members of his cabinet and Congress joined in an excursion down the Potomac on the new battleship Princeton designed by John Ericsson. The Princeton's gunners to the delight and wonder of these guests, once and again demonstrated the long-distance power of shots from its deck, but in an evil moment one of the guns exploded and killed twelve persons, among them Secretary of State Upshur, then occupied with and intent upon plans for the annexation of Texas. The following day President Tyler, somewhat against his will, named Calhoun to succeed Upshur, and the admission of Texas to the Union became a certainty of the early future.

Springfield, Feby. 16th 1844

Mr. Simeon Ryder:

Yours of the 14th Inst. is received. The decree taken against Stringer at the last term of our court was not a *final,* but only an *interlocutory* degree. The substance of it is, that Stringer pay to you on or before the first day of the next term, your debt & interest, and that Stringer should have ten days to file an answer, to enable him to contest the claim of Michell's heirs, and the cause continued. Stringer's ten days have long since expired long ago, and he has filed no answer. At next court, I suppose a decree will [be] rendered, ordering the sale of the property to pay your debt, subject to the claim of Mitchell's heirs.

No Injunction has been obtained in the case.

Yours &c

A. Lincoln

DECLARATION AND AFFIDAVIT IN THE SUIT OF THAYER VS. FARRELL, CASS CIRCUIT COURT, MARCH 6, 1844

(Herndon-Weik Collection)

This declaration was drawn by Lincoln. The cover nota-

tions are by Clerk Berry. The comma after the word, "thousand," in the phrase, "one thousand, eight hundred and forty-four," was not characteristic of the Lincoln legal papers, but study reveals that this comma was employed on more than one occasion. Lincoln was most inconsistent as to the writing of such dates as "one thousand eight hundred and thirty eight," and others. This case was called before the Cass circuit court on October 7, 1844. *Logan & Lincoln represented the plaintiff, Thayer, and Mark Delahay and E. D. Baker appeared for Farrell, the defendant. By agreement the case was changed to Sangamon county on a change of venue. Leave was given to open depositions on November* 18, 1844, *and on the* 19*th, leave was given to take and retake depositions. The case was continued by consent at this time. On July* 28, 1845, *on motion of the defendant, leave was given to open depositions. The plaintiff was given leave to amend his declaration and account on August* 9, 1845. *At that time, Logan & Lincoln appeared for Thayer, while Baker and James H. Matheny represented Farrell. The case was concluded on November* 13, 1845 *when Logan & Lincoln obtained a judgment of* $1477.87 *for their client, Thayer.*

On March 1, 1844, *"at early candlelighting" a Whig rally was held at Sugar Creek meeting house in Sangamon county. Lincoln was one of the speakers and in an effort to convince his farmer auditors that cheaper goods were the certain result of a high tariff, delivered one of the first of the many pleas he was to make for Clay before election day in November. He spoke again the following night when the Whigs of Springfield in goodly numbers celebrated a recent victory of their party in Maryland. Upon March* 6 *Calhoun, his appointment having been approved by the Senate without dissent, assumed the office of secretary of state, informing President Tyler that he did so with the understanding that with Texas annexation and satisfactory adjustment of the Oregon question concluded "I shall be at liberty to retire." Also upon the same day in March John C. Fremont and his men reached Sutter's Fort and were accorded a warm welcome by its Swiss owner to whom a few years later the discovery of gold was to bring worldwide fame.*

Of the May term of
State of Illinois } the circuit court of Cass county—
Cass county } s s. A. D. 1844————

Martin Thayer, plaintiff, complains of John W. Farrell,

defendant, in custody &c. of a plea of Trespass on the case on promises: For that whereas the said defendant, heretofore towit on the first day of March in the year of our Lord one thousand, eight hundred and fortyfour at the county aforesaid was indebted to the said plaintiff in the sum of two thousand dollars for so much money before that time had and received by the said defendant to, and for the use of the said plaintiff, and being so indebted thereof, afterwards towit on the day and year aforesaid, at the county aforesaid, undertook. and then and there faithfully promised the said plaintiff to pay him the said sum of money when he should be thereunto afterwards requested—

Yet the said defendant (although often requested so to do) has not as yet paid to the said plaintiff the sum of money aforesaid, or any part thereof; but so to do has hitherto wholly neglected and refused, and still does neglect and refuse— to the damage of the plaintiff of two thousand dollars, and therefore he brings his suit &c.

Logan & Lincoln p. q.

(Account sued on)

1844——John W. Farrell— To Martin Thayer, Dr.
March 1— To money had received $ 2000-00

Martin Thayer
vs
John W. Farrell

State of Illinois
Cass county } ss

Arabel Thayer, being first duly sworn, states on oath, that John W.. Farrell, is an inhabitant of the state of Pennsylvania, without the limits of the State of Illinois, so that he can not be personally served with process of any court of the state last aforesaid, that said Farrell is justly indebted to Martin Thayer, and for whom this affiant is agent, in the sum of fourteen hundred and seventyseven dollars, and eightyseven cents for money had and received by the said Farrell to and for the use of the said Martin Thayer; and that said Farrell has some estate both real and personal

in the county of Cass aforesaid, as affiant is informed and believes—
Subscribed & sworn to before me this 6th
day of March 1844
James Berry clk

Martin Thayer
vs
John W Farrell
} In attachment—Demand—$ 1477—87—

The clerk of the Cass county circuit court will please issue an attachment in the above entitled cause, and after return of the sheriff, make publication according to the 11th section of the attachment act in the Revised Laws—

Logan & Lincoln p. q.

I do hereby enter myself security for costs in the above cause, and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state—

Dated this sixth day of March A. D. 1844—
Arabel Thayer

Martin Thayer
vs
John W. Farrell

Filed March 6th 1844
James Berry clk.

BILL FOR DIVORCE IN THE SUIT OF MILLER VS. MILLER, MENARD CIRCUIT COURT, MARCH 8, 1844

This bill for divorce and the verso notations, with exception of the date of filing are from the pen of Attorney Lincoln. It will be noted that there are slight errors, such as "diferences" in the clause, "when unhappy diferences arose between the defendant and your orator," but these merely prove one thing: Lincoln made mistakes in spelling. He was careful of meaning in this document, and words are crossed out frequently. A slight difficulty arises in his writing of "defendant" in the clause, "and she, the defend- a ant, left the bed and board of your orator." In this case, Lincoln appears to have blurred the "a" slightly,

crossed it out, and followed with the "ant" giving an unusual rendition of "defendant." In the clause, "your orator charges that, since the time of his marriage with said defendant, she, and her children by her former marriage," Lincoln preceded the words "the time" with the word "at," but replaced it with "since." He followed the words, "with said defendant," by a long clause, "she owned considerable property, and that," but crossed this clause out, for reasons known best to himself. The one docket entry made available for this case shows that the case was continued at a hearing on June 4, 1844.

To the Honorable the Judge of the Menard county circuit court, in chancery sitting—

Humbly complaining sheweth unto your Honor your orator George Miller, that in the year 1829 in the county of Beth and state of Kentucky, he intermarried with one Elizabeth Swiney (now Elizabeth Miller,) then a widow, and having two children by her former marriage; and your orator prays that the said Elizabeth be made defendant to this Bill— He further states, that the said defendant and himself, after their said marriage continued to live together as man and wife, he doing and performing all the duties of an affectionate husband, for the period of two or three years (and during which time they had a son born who is still residing with the said defandant) when unhappy diferences arose between the defendant and your orator, and without the fault of your orator, and she, the defend- a ant, left the bed and board of your orator, and went to her relatives; a short time passed, and a reconciliation which your orator fondly but vainly hoped, would be permanent, took place between the defendant and him, and she returned to his house; but in a short time she left again, and after that frequent temporary reconciliations and separations occurred between them, extending in time up to the year 1834, when it was agreed between them, that they would remove separately to Illinois, there meet, be finally reconciled and live together in peace as man and wife; that they did so remove to Sangamon county Illinois, where they soon met, and being encouraged by the defendant, your orator set about making preparation to live with her, by procuring a home &c. when, in a short time without the fault of your orator, difficulties again arose, extending in time up to the year

1836, when she, the said defendant, announced to your orator, her determination to never live with him again— Thus matters passed till the year 1841, when the defendant and your orator again met in Kentucky, and, at her instance, agreed that on their return to Illinois, they would meet and live together in peace— Your orator further charges that he did, in good faith, endeavor to put said last named agreement into execution, but that on meeting the defendant in Menard county Illinois, where the defendant now resides, and has resided ever since the formation of said county, in the fall of the said year 1841. she again announced to your orator her determination never to live with him again; and since which time your orator has abandoned all hope of a reconciliation with the said defendant— And so your orator charges, that the said defendant has wilfully deserted and absented herself from your orator, without any reasonable cause, for the space of more than two years—

Your orator charges that, since the time of his marriage with said defendant, she, and her children by her former marriage, have received a considerable legacy or legacies from a brother of hers, now deceased, and that your orator has never appropriated, or in any way intermeddled with said legacies; but that the said defendant, has enjoyed and controlled the same exclusively, at least so far as your orator is concerned; and that the same has all the while been sufficient, and still is sufficient, to furnish her a comfortable maintenance— Your orator also charges, that his son by the said defendant, Andrew Miller, is now in his fourteenth year, that he, your orator, would be much gratified to have the custody of his said son; but that he does not ask to take him from his mother, without his and her consent; unless, at her instance, your Honor shall incline to make the maintenance of his said son a charge upon him your orator, in which case he prays that the custody of his said son be decreed to him—

Your orator also charges that he now resides, and for more than one year last past, has resided in the said county of Menard

In tender consideration of all which, your orator prays that the People's writ of Subpoena issue for the said defendant,

requiring her to appear. answer &c. and that on a final hearing of this cause your Honor will decree that the bonds of matrimony heretofore, and now existing between said defendant and your orator, be forever dissolved; and that your Honor will grant such other and further relief as equity may require, and, as in duty bound &c.

Logan & Lincoln, for complt

George Miller

vs } Bill for a Divorce

Elizabeth Miller

Filed March 8th
1844
N. Dresser clerk
Notes:

PETITION IN THE SUIT OF DORRELL VS. ROGERS, SANGAMON CIRCUIT COURT, MARCH 19, 1844

(Herndon-Weik Collection)

This petition was drawn by Lincoln. The cover notations were penned by him also, but the date of filing was scrawled by Calhoun. The original notes are not in the Herndon-Weik Collection but the careful spacing bears an interesting likeness to many of the legal papers of Lincoln. The history of this case has not been made available. The day after the petition here reproduced was filed James K. Polk declined an unofficial offer of a place in the cabinet of John Tyler. It was the hope of Polk, then in retirement, and of his friends that shortly he would be given second place on a presidential ticket headed by Van Buren. Instead the swift passage of two fateful months was to find Polk and not Van Buren the Democratic nominee for President. In Springfield two days before Polk declined Tyler's offer of a place in his cabinet, Lincoln and John Calhoun began a series of well-attended debates on the tariff which were continued each evening until March 28. The Sangamo Journal in its current issue gave Calhoun "due praise for making the most of a bad cause," but added: "The efforts of Mr. Lincoln were distinguished for ability, and in all candor we must say, that we did not discover a single position raised by Mr. Calhoun that he did not entirely demolish."

While the debates between Lincoln and Calhoun wree in progress in Springfield, Illinois, in Springfield, Massachusetts, youthful Samuel Bowles on March 27 issued the first number of the Springfield Republican, which was to become in its field one of the most widely known and influential of American journals, and to mete out to President Lincoln, friend of its editor, praise and criticism in fairly equal proportions. Finally in the last days of March, 1844, *Joseph Smith, writing from his Mormon capital of Nauvoo and with due confidence in his own ability to accomplish results, petitioned Congress to appoint him an officer of the United States army "with power to raise a hundred thousand volunteers to patrol and police the western borders of the United States from Texas to Oregon." No heed was given to this petition, but Lincoln's predestined and persistent rival, Stephen A. Douglas is reported to have in confidence told one of Smith's lieutenants that "if he could command the force at the disposal of the Mormon prophet he would resign his seat in Congress, and within a month be on the march to Oregon and California."*

State of Illinois }
Sangamon county } Sct.

James Dorrell, plaintiff, states that he holds four several promissory notes on the defendant, Thomas Rogers in substance as followeth—

"On the first day of Jan. 1842, I promise to pay to James Dorrell or his order the sum of three hundred dollars with 10 per ct interest value received from date—

Thomas Rogers "

Sept 1st 1841

"On the first day of July 1842. I promise to pay to James Dorrell or his order the sum of three hundred dollars with 10 per ct interest value received from date—

Thomas Rogers "

Sept 1st 1841

"On the first day of April 1843 I promise to pay to James Dorrell or his order the sum of two hundred and ninetyseven dollars and sixteen cts with 10 per ct interest from date—

Thomas Rogers "

Sept 1st 1841

"On the first day of Jan. 1844 I promise to pay to James Dorrell the sum of two hundred and ninetyseven dollars and sixteen ct. with 10 per ct. interest from date—

Thomas Rogers "

Sept 1st 1841

Yet the same debt remains unpaid, wherefore he prays judgment for his debt, and damages for the detention of the same, together with his costs—

Logan & Lincoln p q.

Dorrell
vs } Petition—
Rogers

Filed March 19, 1844
J Calhoun
Clerk

DEFENDANT'S PLEA, COUNTY OF MENARD ADS LESURE & BLISS, MARCH 20, 1844

(Original in the Library of Brown University)

The recorded association of Logan & Lincoln with this case began at Petersburg on June 5, 1843, *when on motion of Lincoln a change of venue was granted to Sangamon county. There the case was continued on November* 22, 1843. *On March* 20, 1844 *Lincoln filed the defendant's plea here reproduced. The plaintiffs entered a demurrer to this plea on November* 14, *and the following day the case was argued before a jury, Antrim Campbell appearing for the plaintiffs and Lincoln for the defendant, whereupon the plaintiffs took a non-suit and the jury was discharged; but ten days later the plaintiffs were granted an appeal to the Supreme Court.*

The county of Menard
ads
Lesure & Bliss

And the said defendant comes, and as to the amended declaration of the plaintiffs filed since the last term of this court, and separately, to to each count of said amended declaration, says plaintiffs *actio non* because the defendant

says that said amended declaration & each count thereof, in manner and form as the same as the same is pleaded is insufficient in law for the said plaintiffs to have or maintain said action against said defendant; and this the, defendant is ready to verify— Wherefore the defendant prays judgment &c.

Logan & Lincoln p. d.

And for special cause of demurrer to the third count of said amended declaration, the defendant sets down that the *time* laid in said court to the averment that the defendant *ratified* the acceptance of the order mentioned, is in blank only, or, in other words, no *time* is laid to that averment—

Logan & Lincoln p. d.

OPINION OF THE COURT IN THE SUIT OF TODD VS. WARE, SANGAMON CIRCUIT COURT, PROBABLY APRIL 1, 1844

(Herndon-Weik Collection)

This opinion is dated as of April 1, 1844, *as that is the day on which Judge Treat handed down his decision. It appears to be in the hand of Treat, and so may not be called a Lincoln work, but it is included as the final paper in one of the most fully documented of his law cases. The opinion also affords lawyers insight into the reactions of the judge to the arguments and evidence presented by Lincoln, and reveals how far apart he and Treat were in regard to their ideas of current, bankable money "receivable on deposit at the State Bank of Illinois in Springfield."*

The week Judge Treat handed down this decision Lincoln was in attendance at the Tazewell circuit court in Tremont. One of his companions was burly David Davis of Bloomington, not yet raised to the bench. "Politics rage now hereabout," Davis wrote to a friend. "The first day of every court is occupied by political speaking, usually by an Elector on each side of politics, each person generally taking some three or four hours. Lincoln is a Whig elector" and "the best stump speaker in the State." Lincoln followed the usual custom at Tremont, and in the afternoon of April 6 *he left that town to address the Clay Club of Peoria in the evening. "In spite of a severe rain," the Peoria Register reported in its next issue, "the room (was) filled to hear his two hour address on the principles of the Whig party." Three days later, as a result of this speech, the Democrats of Peoria is-*

sued a broadside announcing that John Calhoun regretted that he was not present to reply to Lincoln on April 6, *but would do so on April* 13. *When a copy of this broadside was read by Lincoln, he at once decided to be present and reply to Calhoun. And also at the time appointed Lincoln and Calhoun in turn harangued the citizens of Peoria for six lively hours.*

Lincoln was no doubt alert to the fact that history was in the making during the first half of April, 1844. *Thus on April* 14 *President Tyler submitted to the Senate and urged adoption of a secret treaty for the annexation of Texas concluded two days earlier by Calhoun. The treaty was rejected on June* 8, *by the Senate where the friends of Clay were in control, but the lengthy and angry debate provoked by it made Texas the dominant issue in the presidential campaign then in its first stages. This development, moreover, was hastened by a letter which on April* 17, *Clay then touring the southeastern states, felt obliged to address to the American people. Reviewing the past history of the Texas question, the Whig leader declared that annexation without the assent of Mexico would lead to war, and that such a course was not warranted by any general expression of public opinion.*

Clay's letter addressed to the editor of the National Intelligencer of Washington appeared in the columns of that journal on April 27, *and at the same time there was printed in the Globe, the Democratic organ at the capital, a public letter from Van Buren to one of his followers in which he also declared that annexation would mean war with Mexico. The bulk of the Whig party and a substantial part of the Democratic party in the free states accepted these letters as in a general way substantially in accord with their views; but both North and South they moved to anger the men resolved to have Texas at any cost. Not so John Quincy Adams, for when Tyler sent the annexation treaty to the Senate, his venerable predecessor wrote in his diary that "with it went the freedom of the human race," but he concluded on more moderate second thought to regard it as "the immediate crisis of a great struggle between slavery and freedom through out the world." And so for the moment choice of the next President of the republic was placed in the lap of the gods.*

Todd
vs
Ware—

It appears that the written stipulation was executed at

the time of the delivery of the notes and mortgage, and was made a condition by the complt, to the completion of the Contract— The stipulation is therefore a part of the Contract— The notes as between these parties must be considered precisely, as if the terms of the stipulation appeared on their face— The notes then may be paid or discharged "in current bankable paper receivable on deposite at the State Bank of Ill"— What did the parties mean by the phraseology? This was to my mind that they intended, *first,* that payment might be made in current bank notes is to use their other words in current bankable paper, but *Second,* if the payment was to be made in this way, the paper should be such as the State Bank would receive on deposite— This latter qualification was probably intended to provide a test, by which, to determine what would be current bankable paper— In the event of any dispute about this matter, the mere fact of whether the State Bank would or not receive the paper offered on deposite, would at once settle the question. I am of the opinion however, that this test has been dispensed with, by a state of circumstances which were not foreseen or contemplated by the parties, and over which they had no control— When this contract was made the State Bank was in good standing, and doing a general banking business—

Although its notes like those of all then specie paying banks, were at discount for specie, Still they were bankable, and passed current-for and in lieu of money— The parties must have had in view a continuance of this state of things— When the tender was made the bank was in bad repute— It had ceased to do a general banking business— It did not issue certificates of deposite, nor did it pay its creditors in current funds— As a general thing it did not receive deposites— It received its paper in payment of debts due it, and on deposite, with some restrictions from its former customers— The deposites were however in their nature special, for the checks of the depositors were payable in the notes of the Bank— (Thayer's Dep—) The effect of a general deposite is to make the Bank a debtor to the depositor for the amts deposited, which it is bound to pay in good money on demand— By the aid of a certificate of deposite the funds may be safely and conveniently transferred to a distant point— Such could not have been the results here— The partial kind of deposites allowed, even if the deft. was a former customer and came within the exception, would not have given

him a certificate of deposite, or made the Bank liable for the payt. of good money—

The failure of the bank, prevented the test which the parties had agreed on, from being applied— It would be inequitable to do it at the instance of either party— Suppose the complt. had omitted to tender payt. until the bank had gone into liquidation, and ceased to receive anything on deposite, and he had then offered payt. in Bank notes bankable and current every where,— In such a state of case the deft. would not be permitted to refuse the payt. and required specie, because this condition, the performance of which had become impossible, was not literally complied with—

This leaves but one question for consideration, that is, whether the paper tendered was current bankable paper— The test provided by the parties to determine this question, being dispensed with, resort must be had to the evidence— It is not pretended that the paper was treated or regarded as bankable by the nearest and surrounding banks in Missouri, Kentucky, & Indiana— None of the witnesses state that it was bankable for any other purposes, than that of paying debts due the State Bank, and of being rcd. on deposite there, in particular cases and for special purposes— It was not therefore bankable in the general sense of that term— Though not technically bankable, Still if it had the same value in the community as current bankable paper, the deft. could not be prejudiced by receiving it, and equity would require him to receive it— The testimony does not shew that it was of the same value— It is true the witnesses state that this paper was recd. in most cases at par in payt. of debts, for property and in the ordinary business transactions of the community— All of the witnesses however admit that the paper when compared with the bank notes of several banks in circulation here was at a discount of forty to fifty per cent— This fact I think fully and conclusively determines the question— The bank notes which were worth 50 per cent more than the paper tendered, was the kind of money the parties had referred to by their stipulation—

This bill must be dismissed—

Todd
vs
Ware

Opinion

LETTER OF LINCOLN TO ROWLAND, SMITH & COMPANY, APRIL 24, 1844

(Herndon-Weik Collection)

The letter here reproduced was begun before the partnership of Stuart & Lincoln came to an end and the docket gives their names as attorneys for the plaintiff. Isaac S. Britton was a good friend of Lincoln both in law and in politics. A photostat of this letter is now in the Illinois State Historical Library. The day before it was written James K. Polk, still an aspirant for the Democratic nomination for Vice President, declared that without reserve of any sort he was in favor of annexing Texas. This declaration was prompted by an inquiry from Salmon P. Chase and other citizens of Cincinnati. Calhoun in recent correspondence as secretary of state had asserted that the United States desired to annex Texas in order to protect slavery, and Chase and his associates, who held contrary views, were concerned to know where Polk stood in the matter. Polk had never indicated any interest in extending slavery, but now, on the morrow of a conference at the Hermitage with Jackson, who favored annexation and was vexed by Van Buren's stand against it, his answer was a straight-forward and unequivocal one. He declared that in his opinion the United States, with as little delay as possible, should arrange for annexation. Jackson had promptly declared to friends that Van Buren's letter on the same subject "fell upon the democracy like a thunderclap," and it is reasonable to infer that before the meeting of the Democratic national convention he joined in an arrangement to make Polk, if conditions permitted, its nominee not for Vice President, but for President.

Finally on the very day on which Polk sent his letter to Chase, fulfilling a promise by President Tyler to the Texan authorities that as soon as a treaty was signed they would be protected both by land and sea from attack by Mexico, an order was issued to General Zachary Taylor, in command in the Southwest, to proceed to Fort Jesup and hold his troops "in readiness for service at any moment"—a grim herald of what was to befall in the early future.

Springfield, Ills. April 24th 1844—

Messrs. Rowland, Smith & Co.

Gent—

Since the Supreme Court of the United States have decided our property laws to be unconstitutional, and our own courts have

ascertained, and concluded to follow the decision, we have become a little encouraged to make some further attempts to make some collections—Your case in our hands against Francis, Allen & Stone stands about thus—

1841—March 26th Judgment for $ 887-64—& costs

1842—April 18th Real estate sold and bought in for you at the sum of $ 667-67—and not redeemed—

This sale, if we calculate the interest correctly, left still due you on that date $ 227-55, which with interest from that date now amounts to about $ 310-85—

This last amount & the cost are still to pay—(We sup)pose you would be pleased to have it collected (in) as much as the officers have never received anything (yet) for what they have already done, we apprehend they will be loath to proceed—The precise amount of cost already incurred we have not now at hand, but it will not greatly vary from $40—We will direct the Sheriff to collect the ballance—

As to the real estate, we cannot attend to it, as agents, & we therefore recommend that you give the charge of it, to Mr. Isaac S. Britton, a trust-worthy man, & one whom the Lord made on purpose for such bussiness. Yours & c.

Logan & Lincoln

(Outside of letter)

Lot No 14— Collections add to (?)
66 ft by 239—
25 a c off south End of NW 1/4— T
17— in R 6 West

Isaac Francis
Ich D. Allen
W S Stone
Independence
1844

Springfield Ills.

Logan & Lincoln

Messrs. Rowland, Smith & Co.
Louisville
Kentucky

LETTER TO HORATIO M. VANDEVEER, APRIL 28, 1844

In his semi-yearly progresses over the Eighth Circuit Lincoln was a regular visitor to Taylorville, county seat of Christian county. The letter here reproduced was sent to Vandeveer who long served as clerk of the Christian circuit court. The complainant in the case which prompted Lincoln's note to Vandeveer was Andrew Jackson Wilson who charged his wife, Susan, with adultery and named one Taylor as the co-respondent. Lincoln, however, did not prosper in his efforts to serve Wilson, for on May 27, 1844 the court dismissed the bill and ordered the costs assessed against the plaintiff. The original of Lincoln's note to Vandeveer is now in the office of the circuit court at Taylorville.

Springfield, April 28th 1844

Friend Vandaveer:

On the other half of this sheet is a little Bill for a Divorce, I wish you would fill the blank in the proper place, with Taylor's christian name, file the Bill, and issue the subpoena in chancery for the woman immediately.

Yours as ever
A. Lincoln

The last days of April and the first days of May, 1844, were attended by political and other events of present or future moment to Abraham Lincoln. Thus on May 1, the Whig national convention, assembled at Baltimore, and without a dissenting voice named Clay as its nominee for President. On the third ballot Frelinghuysen of New Jersey was selected as his running mate. The platform adopted was drawn to suit the candidate. It avoided the Texas and bank questions, but stressed the tariff, currency, distribution of the public lands and usurpation of authority by Tyler—traditional Whig policies on which it was confidently hoped to win success in November. These developments no doubt were approved without reserve when news of them reached the Springfield law office of Logan & Lincoln, but the junior partner must have accepted with mixed emotions the nomination for Congress by the Whigs of the seventh district of Illinois of his rival Edward Dickinson Baker. This was accomplished on May 6 at a convention in Tremont. Lincoln was a delegate to the convention, but the journals of the period do not record his participation in its proceedings. There is evidence on the other hand that

Baker's nomination to a post coveted by both of them was a keen disappointment to Lincoln.

It was also on May 6, 1844 *that sanguinary race riots in Philadelphia, doubtless noted with misgivings by Attorney Lincoln, marked the first stages of a sinister movement which was to culminate a few years later in the formation of the Know Nothing party, a temporary halting-place for divers Whigs and anti-slavery Democrats on the way to become Republicans. And it was in early May that the American Anti-Slavery Society, now dominated by Garrison and his followers, made its stern avowal of "No union with slaveholders," while if Lincoln was a subscriber to Niles' Register he no doubt read its issue of May* 11 *an editorial forecasting the defeat of Van Buren in the approaching Democratic national convention.*

Another incident widely discussed by the newspapers in the month of May, 1844, *an incident which could not have escaped the questioning attention of Abraham Lincoln, gave warning that soon the looming slavery issue would sharply divide the Protestant churches of the North and South. When the general conference of the Methodist Church was held in New York City, by a vote of* 110 *to* 60, *Bishop James O. Andrew of Georgia was asked to desist from his episcopal labors until he should dispose of the slaves he had acquired by a second marriage. Under the then growing belief in the South that slavery was a "positive good," compliance with this request would have destroyed Andrew's usefulness as a pastor. He refused to comply, and was suspended from office because of his "connection with slavery," whereupon the delegates from the slave-holding states, formally declared themselves free from the "oppressive jurisdiction" of the majority in the North, while Andrew upon his return home was given a great ovation. A year later at Louisville the dissenting delegates organized a separate church to which was given the name of Methodist Episcopal Church, South, and a like course was adopted during the next few years by nearly all of the Protestant churches of the South. In* 1844, *however, both of the major candidates for President being slaveholders, it proved difficult for either branch of a church to openly take sides in the campaign—an attitude of restraint which appears to have worked to the advantage of the Whigs and their candidate.*

It is probable that sooner or later Lincoln read, and in so doing gained new confidence in Clay's election, a history-making letter from Jackson dated May 13 *which appeared three days*

later in the Nashville Union. No difference of opinion, Jackson wrote could abate his confidence in Van Buren, but as to Texas: "Let us take it now and lock the door against future danger." "An epitaph for a departed friend" is the comment of one of Polk's biographers, for it is now known that on the day this letter was written Polk by invitation was in Nashville for a conference with Jackson, who told his visitor that if the Democrats were to escape defeat they must put aside Van Buren for another man. And in reporting this interview to a friend Polk hinted that Jackson had suggested that Polk himself ought to be placed at the head of the Democratic ticket—a suggestion turned into surprising fact before the month's end.

Finally, as a droll sequel to Whig and Democratic maneuvers, the Mormons held a convention at Nauvoo on May 17*—an assemblage promptly reported in the Springfield newspapers, read by Lincoln—and nominated Joseph Smith for President with Sidney Rigdon as a running mate. "They claim from two to five hundred thousand votes," wrote the editor of the New York Herald on May* 27*, "and with that they calculate that they can hold the balance of power and make whoever they please President." But the Mormons failed to shape the choice of a President. Months before the election death in brutal and cowardly form came to Joseph and Hyrum Smith in Carthage jail.*

NOTE OF CLARISSA WREN TO LOGAN & LINCOLN, MAY 30, 1844

(Photostat from the Lincoln National Life Foundation)

This note was penned by Lincoln, and signed by Clarissa Wren, James Jones, and Seth Griffin. The notations, "$140 6 *p. da. Sep.* 10.4*)" were not penned by him. The note was given to provide payment of a legal fee in the case of Aquilla Wren vs. Clarissa Wren, a divorce suit in which the wife was granted a divorce on March* 16*,* 1844*. Lincoln did not enter the case until March* 27*,* 1844*, at which time he drew up the reasons and affidavits in support of a motion for a new trial made by Clarissa Wren. On May* 31*,* 1844*, he drew up and filed an agreement of the attorneys, that in case of a grant for a new trial, the case, "shall stand over until Monday the* 17*th day of June next, when both parties or either of them may appear, for the purpose of presenting the question of alimony. . . ."*

As agreed on by the attorneys, the case came up for hearing

on June 17, 1844. *The court considered the bill, answer to the bill, replication to the answer, and the verdict of the jury, and then granted the divorce. Clarissa Wren's application for alimony was continued. Out of this litigation in the trial court arose a suit which Lincoln tried before the Supreme Court of Illinois. Brief summaries of the action in that court will be found in Richards, Abraham Lincoln the Lawyer Statesman, Appendix,* 215, *and* 218. *This is a Lincoln National Life Foundation photostat.*

Peoria, May 30th 1844—

On or before the 25th day of December next, we or either of us promise to pay Logan & Lincoln, one hundred and fifty dollars, for value received—

Clarissa Wren
James Jones
Seth Griffin

$ 140 6 p. da. Sep 10.4)

The second like the first half of May, 1844, *was crowded with political events of lively concern to Abraham Lincoln, and in some of which he was a participant. Thus in the evening of May* 22, *the citizens of Sangamon county, many of whom were opposed to the annexation of Texas, met in the state house at Springfield to consider the recent letters of Clay and Van Buren on the subject. Lincoln, making the first speech at this meeting, declared annexation inexpedient and opposed a resolution introduced by W. L. D. Ewing in support of the plans of President Tyler. The Sangamo Journal records that at an adjourned meeting two nights later Lincoln's views had earnest endorsement. It was also on May* 22 *that a German campaign paper supporting Clay made its first appearance. It bore the imposing title, Illinois Adler und Democratischer Whig, and was fathered by the Springfield group then dominated by Lincoln and Dr. Anson G. Henry.*

On May 23, *in the Senate at Washington McDuffie of South Carolina, no doubt at the instigation of Calhoun, introduced a joint resolution providing for Texas annexation on the terms agreed upon in the treaty then before that body. The Senate without delay rejected the treaty and laid McDuffie's resolution on the table, but before Tyler quit office the plan proposed was to become, as set forth in another place, a part of history. An event of more immediate effect fell on May* 24, *when, Samuel F. B.*

Morse, having made quick use of the modest sum voted him by Congress, put in operation a telegraph line connecting Washington and Baltimore, and the President sent friendly greetings from the capital to Chief Justice Taney in Baltimore. But of more enduring interest, five days later the telegraph was to report to anxious politicians in Washington the unexpected outcome of the Democratic national convention at Baltimore.

When that body assembled on May 27 Van Buren had the support of a majority of the delegates, but his recent stand on the Texas question had angered many of the Southern leaders who contrived at an early stage to secure adoption of the two-thirds rule, a condition not at Van Buren's command. There followed eight indecisive ballots divided in the main between Van Buren, Cass, who had declared for annexation, and Polk. On the ninth ballot the New York delegation withdrew Van Buren's name, and, partly through the influence of George Bancroft, who had alert regard for his own future in politics, turned to Polk. Then delegation after delegation flocked to Polk, and at the ballot's end he was declared the unanimous choice of the convention. Benton afterwards wrote of Polk's nomination as "a surprise and marvel to the country," and at the moment it must have given Abraham Lincoln, aspiring and ambitious Whig, added confidence in the triumph of his leader over a practically unknown man. This confidence was no doubt increased when Lincoln learned that two days earlier, and also in Baltimore, a group of the faithful, disputed as to their number and authority, had named Tyler their candidate for President, and that their nominee in accepting had declared: "My name has become inseparably connected with the great question of the annexation of Texas to the Union." Lincoln must also have found satisfaction in a letter which on May 30 John J. Hardin, whom he hoped to succeed in the House, wrote to a fellow member of that body, James Irvin of Pennsylvania, who had made inquiry as to Polk's stand on the tariff. Hardin replied that the Democratic nominee was a free trader, a fact which, in the opinion of Lincoln and other Whig leaders, should swell Clay's vote in the Keystone State.

RESOLUTIONS ADOPTED AT A WHIG CONVENTION IN PEORIA, JUNE 19, 1844

A great Whig meeting was held in Peoria on June 19, 1844, with an estimated attendance of from 5000 to 8000 people. Archibald Williams of Quincy presided at this meeting in the course of

which speeches were made by Lincoln, Baker and others. Lincoln in addition was made chairman of a committee of nine on resolutions having William Kellogg and John Young Scammon among his associates. The resolutions, no doubt drawn by Lincoln, were unanimously adopted by the meeting and are reproduced below from the Quincy Whig of June 26, 1844. *It was also on June* 19, 1844, *that Polk from his Tennessee home despatched a letter to J. K. Kane of Philadelphia giving his views on the tariff question—then a matter of hot dispute in the press and on the platform. Robert J. Walker, according to rumor, had had a hand in the preparation of this letter which declared its author in favor of a tariff for revenue, but was so phrased as to persuade its readers that friend of the tariff, especially in Pennsylvania, had nothing to fear from the writer; and such effective use was made of it on the stump by James Buchanan, who was to become Polk's secretary of state, and other Democratic speakers, that in the end the majority of* 6,332 *registered in Pennsylvania, as events proved a decisive one, was not for Clay but for the Democratic candidate.*

In the House at Washington on June 3 *Stephen A. Douglas at length and with his customary vigor championed the cause of Polk, while in the evening of the same day at Petersburg in Illinois Abraham Lincoln continued his speeches in behalf of Clay and a protective tariff. Lincoln spoke again on June* 12 *at a meeting held in Springfield to discuss the connection of the Whig party with the recent race riots in Philadelphia. He contended that the Whigs had had no part in them, after which resolutions drawn by him and upholding this contention were adopted by the meeting. Meanwhile at Washington on June* 1 *the Senate had rejected the treaty negotiated by Calhoun for the annexation of Texas; on June* 10 *Tyler had sent to the House a message urging annexation by joint resolution, and on June* 12 *Polk accepted the Democratic nomination in a letter also declaring for annexation—developments which made it manifest to Lincoln and his fellow Whigs that, contrary to their inclining, Texas was to be the dominant issue in the presidential campaign. Further proof of this fact was afforded on June* 17 *when General Zachary Taylor at Fort Jesup with* 1000 *men dispatched an officer to Sam Houston, president of Texas, with word that he was now on the border and ready to lend the latter a helping hand if there was need for it.*

Another significant event of June 17 *could not have passed*

unnoticed by Abraham Lincoln. The Senate at Washington, before it adjourned for the summer, confirmed the recent nomination of Caleb Cushing, whom Tyler, grateful for his support in Congress, had named as commissioner to China, and who was shortly to conclude a highly satisfactory treaty with its authorities. About the same time Lincoln must have read with misgiving the opening of the last chapter of the troubled history of the Mormons in Illinois. William Law, a man of courage and capacity and for a time one of the ablest of Joseph Smith's lieutenants, had finally quarreled with his leader, and secured the latter's indictment for adultery and polygamy by a grand jury in Carthage. Then on June 7 he brought out what was to prove the last as well as the first issue of the Nauvoo Expositor in which he set forth with a restraint deadly in its effectiveness the conditions prevailing in the Mormon capital.

Smith, aware that he was facing a crisis, at once issued a proclamation declaring the Expositor a civic nuisance, while a squad from the Mormon Legion marched to its office, wrecked the press, pied its type and burned the remaining copies of its first issue. Thereafter events of a fatal trend followed each other in quick succession. While Smith in defiant mood planned to defend Nauvoo from attack, angry crowds, inflamed by the local press, swarmed the streets of nearby Carthage and Warsaw, and on June 24 the prophet and his brother, along with a few of their followers, were lodged in the jail of the former town. Governor Ford of Illinois was unable or unwilling to assure them security; in the later afternoon of June 27 a mob stormed the Carthage jail and at the end of a brief and futile resistance the Smith brothers were done to death. Their bodies were in due course conveyed to Nauvoo, where, after twenty thousand saints had filed in mournful silence past their coffins, they were with imposing ceremony laid to rest. The Mormons soon found an abler and shrewder leader in Brigham Young, but to the relief of Abraham Lincoln and men of like sort they were no longer to be a disturbing factor in the politics of Illinois.

Resolved, That the Whigs of Illinois respond to the nomination of Henry Clay as the Whig candidate for the Presidency, by the Whig National Convention, with an enthusiasm only equalled by that with which it was made; that the great statesman of the West commands not only our admiration, for his brilliant and eminently practical talent, our respect and gratitude for his

invaluable and ever patriotic services to our country, but the warmest and deepest feelings of our hearts for the noble and generous qualities so peculiarly characteristic of our gallant Harry of the West.

Resolved, That in Theodore Frelinghuysen, the nominee for the vice-presidency, we recognize an able and eloquent advocate of Whig principles, a statesman whose talents have given lustre to our national councils, a man whose pure life and active philanthropy commend him to the esteem of every good citizen, and who, in all the varied relations of life through which he has passed, has shown himself to be 'without fear and without reproach.'

Resolved, therefore, that the Whigs of Illinois in Convention assembled, hereby cordially ratify and confirm the nominations of the Whig National Convention, and pledge themselves to use all honorable efforts to insure their favorable reception and ratification at the polls in November next.

Resolved, That thus responding to the nomination of Henry Clay for the Presidency, we hereby cordially adopt and affirm the principles which have guided, and have been so proverbially illustrated by that great man, in his long and brilliant career as an American Statesman.

That foremost in importance among these principles we recognize and affirm that of providing a national revenue by a tariff of duties on foreign importations, so adjusted that while it will yield no more than is necessary for an economical and efficient administration of the federal government, will at the same time afford equal protection and encouragement to every branch of American industry.

That, next in importance, in its effects upon the interests and welfare of the whole country, we regard the plan of distributing the proceeds of the public lands among the several States, as well on account of its intrinsic justice and expediency, as of its tendency to produce uniformity and stability in our National Legislature in regard to the revenue.

That the establishment of a sound currency, the practical restriction of the veto power, so that it may not be wielded to the centralization of all power in the hands of a corrupt and despotic Executive; the limitation of the presidential office to one term; the non-interference of all officers of the government as such, in elections; an economical, faithful and impartial administration of

the government—and reform of all those abuses which have sprung out of the corrupt use of the power of appointments, are also objects which claim our approval, and challenge our untiring efforts to secure their accomplishment.

That the Whigs of Illinois, although often beaten in their political battles, have never yet been conquered, and that at the *ides* of November next, at the polls, we will fall into the phalanx of the Whig States, with a majority that shall show that in 'every peril' the *Suckers* are willing to 'divide the danger.'

ANSWER OF GUARDIAN AD LITEM IN THE SUIT OF HILL VS. McCONDY, SANGAMON CIRCUIT COURT, JULY 24, 1844

(Herndon-Weik Collection)

This answer of the guardian was drawn by Lincoln, and signed by Matheny. After the guardian had signed the answer, Lincoln wrote below his signature, the words, "guardian ad litem." The cover notations, with exception of the filing date are in the handwriting of Lincoln. His care and precision are revealed in his punctuation and in his listing of the defendants in the case. Lawyer Lincoln made mistakes, but he rarely left doubt as to the meaning of his legal documents. Logan & Lincoln represented Leroy Hill in this action which involved the payment of a debt. James H. Matheny was appointed as guardian ad litem on July 23, 1844, *and ruled to file his answer the following morning. As is clear from this document, he did so. On July* 27, 1844, *the defendants failed to answer the summons issued for them, and the bill of Hill was taken as confessed. The master in chancery ordered the land described in the bill of the complainant to be sold, if the debt of* $417 *was not paid in thirty days. Final action in the case was taken when the commissioners filed their report of the disposition of the land, which was approved on August* 8, 1845.

This answer is one of the few legal documents known to have been drawn by Lincoln in July, 1844, *for from July to November his thought and effort centered in the election of Clay to the Presidency. Perhaps he was already concerned as to the possible outcome of the presidential campaign for on July* 1, 1844, *Clay, yielding to the advice of anxious friends, addressed to Stephen F. Miller of Tuscaloosa, Alabama, what is now known as his "first Alabama letter" in which, shifting his former stand*

on annexation, he bred doubts and misgivings in the minds of many of his friends. "Personally," he wrote, "I could have no objection to the annexation of Texas; but I certainly should be unwilling to see the existing Union dissolved or seriously jeoparded for the sake of acquiring Texas. If any one desires to know the leading and paramount object of my public life, the preservation of the Union will furnish him the key."

Patriotic words, but Clay's friends could not deny that at best they revealed what one of his biographers styles "a change of front under fire of the enemy." While discussion of his letter to Miller was getting underway both North and South, a conference was held in Washington on July 9 which in its sequel was to assure Polk a goodly number of heretofore doubtful votes. This conference was between John Tyler and Robert J. Walker, then a senator from Mississippi, who adroitly sought to convince the President of the folly of his remaining in the campaign as a candidate. Walker's arguments, deftly blended with praise for Tyler's patriotic course as President, were presently supplemented by cogent appeals from other Democratic leaders for the harmony needed to assure Polk's election. Tyler told Walker that although he had 150,000 avowed followers, he was convinced that he could not carry on, and on March 4 must retire to private life. Moreover, he regarded General Jackson with affection, and had no desire to harm the Democratic cause. All in all an exchange of confidences that was to have weighty issue, for on August 20, as will be presently recorded, Tyler announced to the country his withdrawal from the campaign, and, with friendly assurances from all quarters that his course proved his devotion to the public weal, the unity of the Democratic rank and file was made complete.

Meanwhile in Illinois Abraham Lincoln continued his valiant efforts for Clay. He was a leading figure in a great Whig convention and rally held in Vandalia from July 17 to July 19, and he had a shaping hand in the events which preceded and followed that imposing demonstration. Thus when the Sangamon delegates to Vandalia halted at Hillsboro in the early evening of July 15 Lincoln was one of the speakers at a Whig rally at the court house, while on their second day in Vandalia they applauded the arrival of the Marion delegation bearing a banner one side of which read "U. S. Bank Bill—J. J. Hardin, Cashier—Abraham Lincoln, President."

That afternoon at a meeting in the town square of Vandalia

Lincoln was made one of a committee of five to select officers and prepare resolutions for the convention to be held on Friday, July 19, and later he was one of the speakers who addressed an enthusiastic and growing crowd. Friday's convention and barbecue held in a grove at the west end of the town of Vandalia were attended by 6,000 men and women who shortly returned to the town square to listen to another round of addresses by Lincoln and other speakers. The homeward journey of the Sangamon delegates afforded Lincoln a second opportunity to speak to the Whigs of Hillsboro at their court house. Finally on their arrival Sunday evening in Springfield, they were met by a brass band and escorted to the Clay Cabin, where, to quote the Sangamo Journal, they listened to "animating speeches" by Lincoln and Bledsoe before dispersal to their homes.

But the noisily manifested devotion to Clay of the Whigs of Illinois was not shared in full measure by doubting Whigs in other states. Both North and South Whigs, who held opposing views on annexation, and who were not satisfied with Clay's "first Alabama letter," pressed him for a clearer expression of how he stood on the question. And so, keenly aware that his last chance to be President was now in doubt, he followed the path of expediency, and on July 27 addressed to Stephen F. Miller what is known as his "second Alabama letter." He now wrote: "I have no hesitation in saying that, far from having any personal objection to the annexation of Texas, I should be glad to see it, without dishonor, without war, with the common consent of the Union, and upon just and fair terms. I do not think that the subject of slavery ought to affect the question, one way or the other. Whether Texas be independent, or incorporated in the United States, I do not think it will shorten or prolong the duration of that institution. It is destined to become extinct at some distant day, in my opinion by the operation of the inevitable laws of population. It would be unwise to refuse a permanent acquisition, which will exist as long as the globe remains, on account of a temporary institution."

There is no surviving evidence of the reaction of Abraham Lincoln to these letters to Miller of Tuscaloosa, but Carl Schurz, perhaps Clay's ablest biographer, pronounces them blunders of the first order. "They could not," he writes, "strengthen him where he was weak; they could only weaken him where he was strong. They could not induce the annexationists to trust him; they could only make the opponents of annexation doubtful as to

whether he deserved to be trusted by them. They could only repel the anti-slavery vote, for they declared that the anti-slavery argument against the annexation of Texas was without value." And Schurz concludes that Clay's Alabama letters made him appear a trimming politician without fixed principles and aims.

The leader of the Whigs sought earnestly to repair his errors of judgment but after August 27, 1844, it was increasingly clear to observers sensitive to adverse currents that November would bring the election not of Clay but of Polk to the Presidency.

The answer of James H. Matheny, guardian ad litem to Margaret M..Condy infant defendant to a Bill in chancery filed in the Sangamon circuit court against her, and Elizabeth M..Condy & Joshua Jones, as heir at law, widow, & administrator of Robert M Condy decd. by Leroy L. Hill.

This Respondent, saving, reserving &c. for answer to said Bill says that he has examined said Bill, that he knows nothing as to the truth or falsity of the allegations thereof, and that he, therefore requires full proof of the same to be made—

Jas H. Matheny
guardian ad litem &c.

Hill
vs
M..Condy
et al
} Answer of guardian

Filed July 24 1844
J. Calhoun
Ck

RESOLUTIONS DRAWN BY LINCOLN DEPLORING THE DEATH OF JOHN BRODIE, AUGUST 7, 1844

Lincoln's friend John Brodie met death in an accident on August 3, 1844, when he was struck by the fall of a derrick with which the Whigs were raising a liberty pole for a party celebration. A meeting of the Springfield Clay Club held on the following Wednesday unanimously adopted a preamble and resolutions

drawn by Lincoln which are here reproduced from the Illinois State Journal of August 8, 1844.

WHEREAS, We the Springfield Clay Club, impelled by a profound respect for the character of our late lamented friend, JOHN BRODIE, and by the peculiarly afflictive manner of his death, are desirous of expressing in some appropriate way our deep and lasting regard for his memory: Therefore;

RESOLVED, That we deeply mourn the loss we have sustained in the death of our fellow citizen, JOHN BRODIE, whose honesty and worth have endeared him to our whole community.

RESOLVED, That we will cherish his memory with affectionate respect.

RESOLVED, That a committee of five persons be appointed by the President to ascertain whether it will be agreeable to his family for us to place upon his grave a stone monument, with a suitable inscription, to his memory, and that they report to the next meeting of the club.

RESOLVED, That the members of this club stand ready to render any assistance to the family of the deceased, which may be necessary and acceptable, and that said committee be instructed to inquire and report to this club, from time to time, in what manner we may be able to assist the widow and the family of the deceased, in the settlement of their business, or in any other way that may contribute, to the comfort or consolation of the bereaved family.

RESOLVED, That said committee communicate to the afflicted wife of the deceased a copy of this Preamble and these resolutions.

The months of August and September, 1844, *brought continued efforts by Lincoln to assure the election of Clay, but these efforts were attended by developments calculated to bring them to naught. Thus the first day of August brought an event, not recorded in the press of the period, which none the less was to influence in a major way the outcome of the pending contest for the Presidency. On that day, Andrew Jackson, now near the end of an eventful life, but still deeply concerned for the welfare of the party of which for a score of years he had been the leader, sent a letter to his friend and confidant, Major William B. Lewis, in which he argued that President Tyler ought to withdraw as a candidate, for if he did not it would be said that he had adopted his annexation program mainly to obtain a re-election, and that*

his chief purpose in remaining in the field was to defeat Polk. This letter was promptly passed on to a candidate already in doubt as to the course he should follow, and soon Tyler informed Jackson that the latter's letter had finally determined him to retire.

To the dismay of Clay and his advisers on August 20 *Tyler's letter of withdrawal appeared in the Madisonian, his Washington organ. A little later in the month Clay's candidacy was dealt what was to prove another serious blow by his public repudiation of his kinsman, Cassius M. Clay. The younger man, then forging to the front as a Whig of anti-slavery inclinings, in his speeches had represented Henry Clay as opposed to slavery, and this contention the latter flatly contradicted in a letter which was to lose him needed Whig votes in New York and other pivotal states. And on August* 9, *Daniel Webster, who, with a single exception had thus far remained silent in a critical campaign, addressing a Whig meeting in Springfield, Massachusetts, announced his firm opposition to the stand Clay was about to take on the dominant issue of the campaign. "The great, fundamental, everlasting objection to the annexation of Texas," declared Webster, "is that it is a scheme for the extension of the slavery of the African race," after which he sought to defend Clay's change of front, and, appealing to the members of the Liberty party, declared that a vote for Birney would be an indirect vote for Polk. But in New England Webster's halting efforts to aid Clay were coldly received by the Whigs and with contempt by the Democrats. "What," wrote George Bancroft," is more ridiculous than Clay's position?" When the election came in November, Massachusetts, regarded as a Whig stronghold cast,* 10,860 *votes for Birney and but little more than half of its total vote for Clay.*

Meanwhile in Illinois, Abraham Lincoln continued to lead in the efforts to assure the vote of that state to Clay. When a state election was held on August 5 *he voted for his friend Baker for Congress and for his brother-in-law Ninian W. Edwards for the Illinois Senate, both of whom were elected, and on August* 24 *he had a hand in the raising of a Liberty pole, more than two hundred feet high, a ceremony postponed from August* 3 *because of the death of John Brodie, and now accompanied by addresses by Richard Yates and other speakers which won plaudits from a large crowd of Whigs. In the opposing camp, as Lincoln did not fail to note, his doughty rival Douglas was one of the speakers at a great Polk mass meeting in Nashville on August* 15, *had a heart-*

felt welcome from Jackson at the Hermitage, and then journeyed to St. Louis and back again, speaking for Polk at numerous points along the way. Perhaps Lincoln also took thoughtful and hopeful note of a great Whig rally in Nashville which on August 21 *drew greater crowds than had the Polk meeting of the previous week. The principal speaker was Sergeant S. Prentiss of Mississippi, then regarded by many as the peer in oratory of Clay or Webster. A few years earlier the casting vote of Polk had deprived Prentiss of a seat in the House, and personal hatred now sharpened an arraignment of the Democratic candidate which delighted his Whig auditors if it did not make votes for Clay.*

On September 17 *William E. Cramer of the Albany Argus wrote Polk that as a result of Clay's "second Alabama letter" from fifteen to twenty thousand New York abolitionists would vote for Birney. When votes were counted in November it was found that* 15,812 *had voted for Birney, a result which as a by-product gave New York's thirty-six electoral votes and the election to Polk. Finally, on September* 25 *the publication of a pamphlet entitled The South in Danger added impetus to the increasing trend to Polk. Written by Robert J. Walker, now chairman of the Democratic national committee, the pamphlet contended in a convincing way that the Whigs and abolitionists of the North had united to oppose annexation, and that it was the first duty of the men of the South to defeat them. Walker's arguments were deplored by friends of Polk, primarily interested in expansion rather than slavery, but they contributed their quota to an outcome which caused John Quincy Adams, when he heard the result of the election, to write in his diary: "It is the victory of the slavery element in the constitution of the United States."*

Lincoln attended the September sessions of circuit court at Tremont, Metamora, Bloomington and Clinton and then resumed his speeches for Clay. He addressed Whig rallies and barbecues at Jacksonville and Decatur on October 3 *and* 9, *and on October* 15 *he began a three-day debate with William L. May in Peoria. On October* 23, *the day, to the distress of anxious souls, set by William Miller for the end of the world, he was on his way to Vincennes. It is elsewhere recorded that in the evening of October* 30 *he spoke to a large audience in the court house at Rockport, being followed by John Pitcher, a good friend of his youth. He is believed to have addressed the Clay Club of Evansville on November* 1; *after long absence he spoke to former neighbors at Gentryville on November* 4, *and two days later he began the re-*

turn journey to Springfield. There in due course and with a heavy heart he learned of the defeat of Clay.

ASSIGNMENT OF ERRORS IN THE SUIT OF BROADWELL VS. BROADWELL, SUPREME COURT OF ILLINOIS, NOVEMBER 4, 1844

(Herndon-Weik Collection)

Lincoln denies the errors in the Latin sentence "in nullo est erratum." These are the only words in his handwriting in this document. Although Clerk Calhoun attests that the foregoing pages contain a full transcript of the lower court history of this case, there is no complete record of it in the Herndon-Weik Collection. It was begun by an action in the lower court for the conveyance of land by John Broadwell to Mary Jane Thompson. Broadwell was the son of Moses Broadwell who had willed the land to Mary Jane Sweat. Miss Sweat married Michael Thompson, and husband and wife sued Broadwell for non-conveyance of property. By a bond of January 4, 1827, *John Broadwell had promised a half interest in the land left by Moses Broadwell to Mary Jane Sweat and William Broadwell. This land was to be conveyed when Miss Sweat became of age. The lower court decreed that John Broadwell could give the deed to the land to Michael Thompson in the name of his wife, or could elect to pay the husband and wife the sum of* $500 *in performance of the bond.*

The case hinged on the demand that a deed be conveyed as agreed on in the 1827 *bond. Lincoln and Edward D. Baker argued the case for defendants in error, John Broadwell et al. They were opposed by Silas Robbins and A. K. Smedes. Lincoln appeared for the defendants on January* 16, 1845, *and asked leave to present cross errors in an assignment of errors to answer those presented by Robbins and Smedes. The motion for assignment of cross errors was argued by Lincoln on February* 5, 1845, *and was overruled on the following day. The case was argued on February* 6, 1845, *Smedes appearing for the plaintinffs in error, and Lincoln and Baker for the defendants. Smedes seems to have convinced the court with his arguments, for it reversed the decree of the lower court, and ordered the land conveyed to Mrs. Thompson. In addition, it ordered that she should receive all rents and profits from this land which had accrued since her eighteenth birthday. The assignment of errors here reproduced*

must have been filed by another than Lincoln, for on November 4 he made his last plea for Clay to old friends and neighbors at Gentryville.

State of Illinois
Sangamon County s s

Of the December term 1844
of the Supreme Court of state afsaid—

David Broadwell & a } Plaintiffs in error
against
John B. Broadwell & a } Defendants in error

And now comes the Plaintiffs in error & say by their Solicitor Robbins &c that in the record and proceedings in the foregoing cause there is manifest error in this, viz

1st The court erred in deciding that John B Broadwell should elect to pay the penalty as the bond is expressly for the conveyance of the land

2nd The court erred in this that the decree should have been for the specific performance of the covenant contained in the bond viz the conveyance of the land described in the bond [?] of the complaints—

3d The court erred in granting relief that was not prayed for by the complaints—

Forrby Equity 130 2 Maddox Chg 32 , 44 2 Story Eq Penalty 2— 2 vesey R 528 2 P Nill 591— 2 Bilb 464

Forr b 285—4 Pick 1— Robbins & Smedes for Plfs in Error
Logan & Lincoln [?]

In nulle est erratum
Logan & Lincoln p. d

And the said John B. Broadwell having by his answer elected to pay the said sum of five hundred Dollars,— It is therefore ordered, adjudged and decreed by the Court that the said John B. Broadwell on or before the first day of the next term of this Court pay to the master in chancery for the use of the complainants Michael Thompson and Mary Ione Thompson in right of the said Mary Ione, the said sum of five hundred Dollars, with legal interest from the first day of April 1841, and the costs of this proceeding, and that upon the payment thereof the same be in full satisfaction and discharge of all claims, demands and causes of action in favor of said complainants and against said

John B. Broadwell, embraced in the Complainants Bill, and the prayer thereof. This Cause to be continued, and the master to report his acts in the premises.

State of Illinois
Sangamon County } s s

I John Calhoun Clerk, of the Circuit Court in and for the County and State aforesaid do certify that the foregoing pages contain a full true and perfect transcript of the papers filed in the above entitled cause, and the proceedings had thereon, as the same appears to be on file and of record in my said office.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court at Springfield this Seventh day of January A. D. 1843

J Calhoun Clerk
pr Mod Davis D. C.

Fees

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Cert & Seals	50
	$ 25.25

PETITION TO SELL REAL ESTATE IN THE SUIT OF HERNDON VS. BELL ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 18, 1844

(Herndon-Weik Collection)

Lincoln penned this petition a month before the firm of Lincoln & Herndon came into being. The cover notations are in the hand of the clerk. In the sentence beginning with the words, "also the one undivid half, of the following described strip of ground," it will be noted that Lincoln omitted the "ed" tail of the word, "undivided," an error not characteristic of his legal papers. In the description of the tract in Woodford county, in the phrase, "in Township Twentyseven Noth of Range Two West," it is possible the "o" and "r" are run together, but a strict construction of the writing permits of reading the word as "Noth," another slight error upon the part of Lincoln. The James Bell, "deceased" of this case was the partner of Joshua

Speed, friend of Lincoln; who handled the legal affairs of Bell and Speed "doing business under the name and style of James Bell and Co."

To the Honorable, the Judge of the Sangamon circuit court—

Your Petitioner, William H. Herndon, respectfully represents , that on the 21st day of December A..D. 1842 one James Bell departed this life, intestate, leaving Jane Bell, his widow, and Benjamin Bell, and David Bell— children, and minor heirs at law; that your Petitioner has been, by the Probate Justice of the Peace of Sangamon county, appointed administrator of the estate of said deceased; that your Petitioner discovers that that the personal effects of said estate are insufficient for the payment of the debts of said estate; that said deceased died seized of the following described real estate to wit: The one undivided half, of the following described property, towit: Beginning twentytwo feet, nine inches South of the North East corner of Lot No. One, in Block No. Fourteen, in the (late town, now) city of Springfield; thence South twentyone feet and a half; thence West one hundred and a half feet; thence North twentyone feet and a half; thence East one hundred and a half feet to the place of beginning— Also the one undivid half, of the following described strip of ground being also a part of the above designated Lot, and lying South West of the above described premises viz: Beginning one hundred and five feet West of the South East corner of said Lot No. One in Block Fourteen: thence west seventeen and a half feet; thence North thirtyfour and a half feet, thence East seventeen and a half feet; thence South thirtyfour and a half feet to the place of Beginning— Also, the one undivided half of the following described lot or parcel of land towit Being part of the same Lot No. One, running along the West side of a part of the aforesaid lot, heretofore deeded by A. G. Herndon to William and Irwin, extending West with the West line of said lot, eight and a half feet in width, subject however to the right of way conveyed by said A. G. Herndon to said William & Irwin— Also, Lots Six, Seven, and Eight, in Block No. Eight in E. Iles addition to the (late town now) city of Springfield—

Also the following described lands in Menard county, Illinois towit: The East half of the North East quarter of Section Three, in Township Nineteen North of Range Five West containg 79- 67/100 acres— West half of the South West quarter of Section Two, Township & Range aforesaid, containing 80 acres— East half of the South East quarter of Section Three, same Township and Range, containing 80 acres—

Also, the following lands in Logan county, Illinois, towit: The North East quarter of Section Twentyeight in Township Nineteen North of Range Two West, containing 160 acres— North West quarter of same Section, Township and Range containing 160 acres— East half of the South West quarter of Section Eight, and the East half of the North West quarter of Section Seventeen, both in Township Nineteen North of Range Three West, containing 160 acres—

West half of the North East quarter of Section Twentynine in Township Nineteen North of Range Two West, containing 80 acres—

Also the following described tract in Woodford county, Illinois towit: The West half of the South West quarter of Section Twentynine, in Township Twentyseven Noth of Range Two West, containing 80 acres—

Your Petitioner, therefore prays that the said widow and minor heirs, be made defendants to this Petition and that a guardian ad litem be appointed to said minors, and that on the hearing of said Petition Your Honor will order the sale of said Real estate, or so much thereof as shall be necessary, for the payment of the debts of said estate—and as in duty bound &c.

Logan & Lincoln for
Petitioner —

Wm H. Herndon
Admr of James Bell
decd Petition to Sell &c

Filed Nov. 18th 1844
J. Calhoun
Clerk

COURT DECREE IN THE SUIT OF HERNDON VS. BELL ET AL, SANGAMON CIRCUIT COURT, NOVEMBER 18, 1844

(Herndon-Weik Collection)

This court decree was drawn by Lincoln but bears no date of filing. The cover notations upon the petition to sell reveal a decree of the November term, 1844, *and this is taken as such, for Herndon filed his report upon March* 26, 1846, *at which time he petitioned for a further sale of real estate, and the petition was granted. This was the decree of March* 26, 1846, *which will appear in a later volume. This case was not concluded until December* 2, 1847, *at which time Herndon made his final report of the disposition of the lands involved in his petitions to the court.*

The last days of November, 1844, *brought newspaper reports of a trial in Baltimore, which again stressed the growing bitterness between the sections regarding slavery and were no doubt duly read by Abraham Lincoln in Springfield. Charles T. Torrey, a militant abolitionist clergyman hailing from New England, had engaged in hazardous attempts to run slaves off from the Border States. Arrested in June,* 1844, *he was now tried, convicted, and sentenced to a long term in prison—a development which Garrison and others were quick to turn to anti-slavery account. And on the last day of November Lincoln probably attended a Whig caucus called to nominate officers for the two houses of the Illinois Legislature about to open its annual session. According to the recollections of Anson S. Miller, and in view of the beating sustained by the Whigs in the recent election, Edward Dickinson Baker warmly opposed a fight for the legislative offices, a stand no doubt seconded by Lincoln.*

William H. Herndon, administrator of the estate of James Bell deceased— vs Jane Bell Benjamin Bell— David Bell	On Petition to sell Real Estate.

This day came the Petitioner and filed his Petition herein, and it appearing to the court that due notice of this application has been given to the defendants

herein, and they being three times solemnly called, came not, but made default— It is therefore ordered by the court that said Petition be taken as confessed as against the said defendant Jane Bell; and James H. Matheny having been appointed guardian *ad litem* to the said minor defendants Benjamin Bell & David Bell—files his answer, saying that he has examined the said Petition and the papers therewith filed, and that he sees nothing, consistent with the interest of his said wards why the prayer of said Petition should not be granted— and the court having heard the proofs of the Petitioner, and being satisfied that the allegations of said Petition are true—It is therefore ordered by the court that the lands and town lots in the said Petition described, towit,

(here insert, them as described in the Petition)

or so much thereof as shall be necessary, be sold by said Petitioner at public vendue, on a credit of six and twelve months; that he convey to the purchaser or purchasers, and take bond and security and mortgage on the premises to secure the purchase money, and that he report his proceedings herein to this court—

PLEA IN THE SUIT OF KENNEDY VS. WINEMAN, SANGAMON CIRCUIT COURT, DECEMBER, 1844

(Herndon-Weik Collection)

This plea appears to be in the hand of Logan and contrasts markedly with the writing and careful precision of his junior partner. The words, "In Trover," mean that this was a case of trespass in which action was brought to recover the value of goods unrightfully converted for the use of a person who did not have title or ownership of them. This document cannot be dated definitely, for no court records of the case have been made available. It is dated as of December, 1844; *the date of the dissolution of the firm of Logan & Lincoln. As the partnership of Logan and Lincoln began in April,* 1841, *this document could be dated as of* 1841 *to* 1844, *but for purposes of placement, it seems best to allow of the last date on which it might have been heard.*

Kennedy
vs
Wineman } In Trover

And the Defendant comes and defends the wrong and injury when where &c. And says he is not guilty in manner and

form as the plff in his declaration hath alleged and of this he puts himself upon the country

Logan & Lincoln pq.

& the plff
likewise—
Robbins & Welles for Plf

ASSIGNMENT OF ERRORS IN THE SUIT OF McGOON VS. LITLE, SUPREME COURT OF ILLINOIS, DECEMBER TERM, 1844

(Herndon-Weik Collection)

With the exception of the sentence, "And the said Defendants come and say in nullo est erratum," this assignment of errors was drawn by Lincoln. The double period after the word, "Jo," in "Jo.. Daviess" is common to many of his papers. Study of the transcript of the record in the lower court, filed January 25, 1842, *shows that the court rendered a judgment of slightly more than three hundred dollars in favor of Litle et al. Thompson Campbell handled the case before the circuit court of Jo Daviess, and he and Lincoln appeared before the Supreme Court of Illinois for McGoon. They submitted the case early in the December term,* 1845, *and Justice Scates handed down an opinion on December* 29, 1845, *reversing the decision of the lower court in favor of Litle et al. The opposing counsel before the Supreme Court was Levi Davis.*

The case of McGoon vs. Litle et al was not the only one in which Thompson Campbell, Abraham Lincoln and Judge Browne played important roles, for the tall attorney from Springfield defended the humorous judge upon several occasions. Strangely enough, his co-counsel in McGoon vs. Litle opposed him on two occasions, and brought charges against Browne on the other occasion. Neither Richards, Abraham Lincoln the Lawyer-Statesman, (Boston, 1916), *Appendix A.* 207-252, *nor Hill, Lincoln the Lawyer, (New York,* 1906), *Appendix III,* 320-326 *list the case of McGoon vs. Litle et al, or that of People ex rel. Magone et al vs. Browne which is referred to by Pratt in the Lincoln Day by Day book for* 1840-1846. *The reports of the Illinois Supreme Court cite the case as McGoon vs. Little, but there is no listing of People ex rel. McGoon et al vs. Browne. The records cite only the case of People ex rel. Harris et al vs. Browne.*

In the Supreme court for the
State of Illinois
December term A. D. 1844—

Richard H. McGoon
vs
Ephraim Litle, et al
} Error to Jo..Daviess

And now comes the said plaintiff in error, and says that in the record and proceedings in said cause, there is manifest error, in this towit.

1st That the court below disallowed the application of the defendant below, for a change of venue, whereas said application ought to have been allowed—

2nd That the court below sustained the demurrer to the second plea of the defendant below, whereas, said demurrer, ought to have been overruled—

3rd That the demurrer to said second plea ought to have been carried back and sustained to the declaration of the plaintiff—

4th That the court below admitted the testimony of Charles Scott to go to the jury whereas it should have been rejected—

5— That the court below rejected the record offered as evidence by the defendant below, whereas it should have been admitted—

6 That the court below refused the instructions asked by the defendant below, whereas they should have been given—

7 That the court gave judgment for the plaintiff below, whereas it should have been for the defendant below—

Wherefore for the foregoing, and other errors apparent in the record, the said plaintiff prays that said judgment may be reversed—

T. Campbell p. q.

And the said Defendant come and say *in nullo est erratum*
L. Davis Atty for Defendant

LETTER OF LINCOLN TO SAMUEL D. MARSHALL, DECEMBER 6, 1844

This letter to Samuel D. Marshall of Shawneetown written by Lincoln reports what action he proposed to take in various cases in the Supreme Court entrusted to him by Marshall. It indicates that the writer was at times what a friend once termed

him "a regular man of irregular habits." The December term of the Supreme Court of Illinois began three days after it was written. The name of John J. Hardin of Jacksonville is not included in a long list of lawyers recorded as in attendance; but at a Whig caucus on December 10, *he, along with Lincoln and Logan, were nominated as Whig candidates for United States senator in succession to James Semple. Hardin on the first ballot received two thirds of the vote cast and was declared the Whig nominee, not wholly welcome proof to Lincoln of a rival's popularity as a party leader.*

The opening days of December also brought with them significant reminders for Lincoln of the outcome of the November election. Thus on December 1 *the State of South Carolina, acting through its legislature chose Polk electors, and at Washington on December* 3 *President Tyler in the first message of a President to be transmitted by telegraph again asked Congress for a joint resolution annexing Texas—a clever device to win by a simple majority what had failed earlier in the year to secure the necessary two-thirds in the Senate. But on the same day, also prophetic of things to come, John Quincy Adams, once more giving proof of his indomitable courage, made his usual motion to omit from the rules of the House the one forbidding consideration of anti-slavery petitions. A motion to lay this motion on the table was defeated by a vote of* 81 *yeas to* 104 *nays, and the old man went home to record the event in his diary, and to add: "Blessed, forever blessed be the name of God!"*

Dec. 6, 1844—

Dear Sam (Marshall) In your last letter you incline and complain that in mine, I did not notice what you had said about case of Stickney vs. Capell, nor of cases against the Shawneetown Bank. The truth is, when I received your letter, I glanced it over, stuck it away, postponing consideration of the cases, above mentioned, & forgot them altogether. I now give you some account of all your cases, in detail— Dorman v. Lane stands as it did, and I will do the best I can with it—Gatewood vs. Wood & Wood, Wood & Wood have failed utterly to get into court book for an agreement with Mr. Eddy, what saved us— By the agreement we altered the record so as to make it appear that it had been sent to the Circuit Court, also agreeing that at the next term of the Galatin Circuit Court, all the papers and orders are to be altered there accordingly nunc pro tunc.

LETTER FROM LINCOLN TO JOHN J. HARDIN, DECEMBER 17, 1844

George W. Spottswood, postmaster of Springfield, died in the autumn of 1844. *Tyler was then President and therefore Lincoln and his Whig friends could not hope to materially influence the selection of his successor. This letter to Hardin appears however, to have borne results for Diller was appointed Spottswood's successor and held office until removed in* 1847 *by Tyler's postmaster-general. The original of Lincoln's letter to Hardin is now owned by David S. Lansden of Cairo, Illinois. The day on which this letter was written the venerable Samuel Hoar, of Concord, Massachusetts, friend of Emerson and father of two sons destined to attain eminence in after years, returned home from a mission to South Carolina the record of which holds a significant place in the history of the crusade against slavery. After the Vesey insurrection of* 1820 *South Carolina passed a series of laws, familiarly known as the "negro seamen acts," which provided in effect that whenever a ship arrived in a South Carolina port any negroes on board should go to jail and remain there until the vessel was ready for departure. Northern states at once and through the years protested that these laws deprived their citizens of "privileges and immunities," and in November,* 1844, *under anti-slavery pressure, the Massachusetts Legislature sent Mr. Hoar as a commissioner to Charleston, preliminary to carrying a test case of one of its negro citizens to the federal Supreme Court; but a committee of the South Carolina Legislature promptly reported that "this agent comes here not as a citizen of the United States; but as an emissary of a foreign government hostile to our domestic institutions." Whereupon the legislature demanded the exclusion of Mr. Hoar, and the latter, notified that his life was in danger, left Charleston without delay.*

This unseemly passage between the sections furnished proof, if proof was needed, that in the South state amity had no part in enforcing or abating slavery, and the accounts of it which quickly found their way into the Northern press must have had a thought provoking place in the newspaper reading of Abraham Lincoln. Nor could he have failed to note another event soon to have fateful meaning—the election on December 24, 1844, *of Brigham Young to succeed Joseph Smith as president of the Mormon church.*

Springfield, Ills. Decr. 17- 1844

Dear John J.

You perhaps know of the great scramble going on here about the Post-office. Upon general principles, you know that would be no concern of the whigs, but in this particular case, if it be in your power to do any thing, you may thereby do a favour to some of your friends here, without disobliging any of them, so far as I believe— The man we wish appointed is J. R. Diller—the reason is, that Major Spotswood's family, now comparatively destitute, will be favoured by it— I write this by an understanding with Diller himself, who has seen its contents— I do not preceive *how* you can effect any thing; but if you *can* and *will,* you will oblige at least

Your sincere friend

A. Lincoln

P. S. Let this be confidential.

Lincoln.

CHAPTER IX
LINCOLN IN THE YEAR 1845
SURVEY OF PERIOD

The opening of the year 1845 *found fairly under way the long partnership between Abraham Lincoln and William Henry Herndon, and the months as they sped found the senior partner's thought and effort divided between the law and nomination and election to Congress, a now insistent ambition which had the approval and effective support of his new associate. There is ample evidence that during Lincoln's partnership with Logan, the latter had been the controlling spirit, careful to keep the reins of authority in his own hands. Chafing under the restraint to which he was subjected Lincoln when free to do so sought an association in which he should be the master spirit, and a youthful partner whom he could train according to his own methods. He found such a partner in Herndon, who became his man Friday, and helped to make their association, both from a business and a political standpoint, a harmonious and satisfying one.*

Logan had always claimed the larger share of the partnership income, but Lincoln divided his fees equally with his new associate, despite the fact that for the first year or so he handled nearly all of the important trial work of the firm. Herndon, however, soon developed into an excellent lawyer, equal to his full share in the labors of the partnership. "We kept no books" Herndon wrote at a later time. "Lincoln did the major part of the circuit work, while I remained in Springfield to look after the local end of the business. Occasionally I was out on the circuit with him, but never for long periods. At such times all money paid to either of us was immediately divided. What Lincoln collected on the circuit, when I was back in Springfield, he would bring home with him. If, when he returned, it happened that I was not in the office, he would withdraw from his pocket my share, wrap the money in a paper with a slip attached, containing my name and a memorandum indicating whence it came and place it in a certain drawer where I would be sure to find it. If, on the other hand, I was in the office when he arrived he would open his pocketbook and make the requisite division."

From the first Lincoln & Herndon did not lack for clients. During the first year of their partnership Lincoln argued twenty-four cases before the Supreme Court of Illinois, and sixteen cases during its December, 1846, *term. Their fees were*

modest ones, but made up in number what they lacked in size. Thus the items in a "day book" of the firm, most of them entered by Lincoln, record fees totalling $2,000 *collected in* 182 *cases during a period of a little more than three years. The fee charged in* 127 *cases was* $5. *or* $10. *Fees in other cases ranged from* $2.50 *to* $25., *but there were five for* $50 *and one for* $100. *Their office was a one-room affair above the Springfield postoffice, and across the hall from that of the clerk of the United States court. Its furniture as described by Gibson Wilson Harris who in September,* 1845, *became the first student of Lincoln & Herndon, "consisted of one small desk and a table, a sofa or lounge with a raised head at one end, and half a dozen plain wooden chairs. The floor was never scrubbed. If cleaned at all it was done by the clerk or law student who occasionally ventured to sweep up the accumulated dirt. Over the desk a few shelves had been enclosed: this was the office bookcase holding a set of Blackstone, Kent's Commentaries, Chitty's Pleadings, and a few other books." Soon, however, Lincoln & Herndon were able to set aside from their joint income* $98.64 *for the purchase of more books and furniture.*

The leather-covered sofa listed by Harris was held in high favor by Lincoln. It was his custom on his arrival at the office in the morning to throw himself on this sofa and, as his six feet four inches made it too short for him, he would plant one foot on a chair and the other on the edge of a table. Then, his comfort assured, he would begin to read aloud the current newspapers, much to the annoyance of Herndon, who after a time asked the reason for his partner's disturbing practice. "I catch the idea by two senses," was the reply; "for when I hear what is said and also see it, I remember it better even if I do not understand it better." Herndon relates that often Lincoln "would interrupt his reading to discuss or comment upon a news item of interest. It would remind him of something that 'had happened in Indiana,' or 'down in Egypt.' That incident would lead to another and still another and the array of stories would follow each other until a large part of the morning was thus consumed." But Lincoln's moods, Herndon concludes were varying ones, and often, when no pressing matter claimed his attention, he was gloomy, dejected and "dripping with melancholy."

Abraham and Mary Lincoln had their part in the social life of Springfield. No doubt they were among the guests at a New Year's Night party at the State House, and at a second brilliant

reception the following evening at the home of Mr. and Mrs. Ninian W. Edwards. And it is safe to assume, that Lincoln was a central figure when in the evening of January 13 *what was known as the Lobby held its first session for the new year. The Lobby was the name of a group of Whigs and Democrats who gathered each Monday evening while the legislature was in session to amuse and enliven its members. One of the laughter-making devices of the Lobby were informal debates which travestied current discussions in the legislature. These informal debates appealed to Lincoln, and there were few of them in which, to the delight of those present, he failed to contribute in a droll and amusing way.*

Gatherings of a more serious order also now and again claimed the services of the senior partner in the firm of Lincoln & Herndon. When on the evening of April 11 *the lawyers of four counties assembled in Peoria to deplore the recent passing of William H. Wilmot, a member of the bar of that town, Lincoln was chosen chairman of the meeting and as a member of a committee on resolutions drafted a fitting tribute to the dead man's worth. Again on June* 8, *he was by Governor Ford appointed, along with Hardin, Baker, Douglas and six others, a delegate to an internal improvement convention to be held in Memphis on July* 4. *He did not go to Memphis, but instead remained at home to deliver the oration which claimaxed Springfield's noisy and impressive celebration of Independence Day. What he said failed to find its way into print, but if it had it could now be compared with the address which another young man then on the way to fame and influence on that day gave before the mayor and other officials of Boston. The title of this address was The True Grandeur of Nations, and the orator was Charles Sumner, who in* 1851 *was to win a seat in the federal senate, and who in a still later period was to prove by turns a help and a perplexing problem to President Abraham Lincoln.*

Another Boston speaker on July Fourth, 1845, *was Robert Charles Winthrop, a member of the House at Washington and destined to succeed Webster in the Senate, who in Faneuil Hall, hallowed by heroic memories and to the angry disgust of William Loyd Garrison, announced that in common with other Whigs he would no longer oppose the annexation of Texas and the spread of slavery—a surrender that in another decade was to end his public career. It is also to be recorded that it was in Boston in July,* 1845, *that the art of phonography, soon to widen reproduc-*

tion, found a welcome in America. The first phonographic speech by Wendell Phillips was taken down in Boston in December, 1846, *and perhaps read by Lincoln. A dozen years later the new method of reporting was to assure a national hearing for his debates with Douglas, and start him on the way to the Presidency.*

On July 12, *Lincoln was a member of a Springfield committee which arranged for fitting commemoration of the death of Andrew Jackson, but during the year* 1845 *his own political advancement had a constant place in his thoughts and plans, and early in September he journeyed to Jacksonville to talk with John J. Hardin about the next congressional election. He told Hardin that he hoped to persuade Baker to forego a second term, and that if Hardin would also decline to run, he, Lincoln, would be assured in* 1846 *of the Whig nomination. Hardin refused at the moment to make pledges of any sort, and so Lincoln during his September to November trip around the Eighth Judicial Circuit made timely use of the opportunity thus afforded him, to secure from fellow lawyers and from other leading men in the several counties pledges to support him in next year's campaign.*

Back from the circuit early in November, a stream of letters went out from Lincoln seeking the support of influential Whigs in all parts of the congressional district. Hearing that two party newspapers had suggested Hardin for governor or for Congress he passed the disturbing news on to B. F. James, editor of the Tazewell Whig, and added: "I wish you would let nothing appear in your paper which may operate against me." Yet all of his appeals for support, oral or written, were marked by significant omissions. The practical politics of rotation in office was their dominant note. What with President Polk's resolve to expand the Union to the Rio Grande and beyond to the Pacific, incidentally opening new and vast territory to slavery; the ugly and resentful mood of the men who shaped Mexican policies; and the secret plotting of France and Great Britain against a larger United States, grave events were impending as the year 1845 *ran its course.*

Lincoln, however, in his appeals for delegates and votes had little or nothing to say on the insistent issue which in the previous November had cost Clay the Presidency. New and abiding convictions were a matter of slow growth with him. "I was never much interested in the Texas question," he declared at a later time. "I never could very clearly see how the annexation would augment the evil of slavery." Thus Polk's first annual message

to Congress on December 2, 1845, *in which he informed that body of the annexation of Texas and the severance of diplomatic relations with Mexico evoked no adverse comment from Abraham Lincoln, whose belated opposition to annexation and the war with Mexico was to follow not precede his election to Congress. Now his arguments as an aspirant for office were based on the fact that Baker and Hardin had each had a term in Congress, and therefore their claims to preferment should now give way to his own. He wrote Henry E. Dummer and other friends that he knew no reason why he should have a preference over Hardin, unless it be "Turn about is fair play." And on little else than this platform he continued his efforts to secure the nomination for Congress.*

It should be noted in concluding this survey of the year of 1845 *that the House and Senate which on December* 2 *listened to the reading of Polk's first annual message contained a number of new members who in future years were to have association friendly or adverse with Abraham Lincoln. Thus among new members of the Senate were Simon Cameron of Pennsylvania, who early won a place among the adroit politicians of his period and was to become in* 1861 *Lincoln's first secretary of war; Thomas Corwin of Ohio whom Lincoln was to appoint minister to Mexico; John A. Dix of New York, a man of parts who was to serve as a major-general in the Civil War; and Daniel S. Dickinson, also of New York—a debater with a capacity for scathing satire that made him dreaded by his opponents, who in Civil War days left the Democratic ranks to give staunch support to the Lincoln administration.*

John W. Davis of Indiana, a doctor with an aptitude for politics that was to win him high station, was speaker of the House in the Twenty-ninth Congress, and one of its new members was George Ashmun of Massachusetts, a clear-headed and sturdy Whig of the Webster school, who in 1860 *was to serve as chairman of the convention which nominated Lincoln for the Presidency. Other new members of this or the preceding House were John G. Palfrey, also of Massachusetts, whose heroic labors as an anti-slavery leader was to be overshadowed by his later fame as a historian, and Jacob Collamer and Solomon Foot of Vermont, who were soon to become and long remain the able representatives of their state in the Senate. Connecticut sent James Dixon, in whom an unusual capacity for public affairs was enhanced by the habits of a bookman, and who as a senator was*

to give Lincoln sterling support during the war years. Finally from Maine came Hannibal Hamlin, a wise and resolute man vigorous in his opposition to slavery who was soon to be promoted to the Senate and in 1860 *to be given second place on the ticket with Lincoln in whose own nomination he had played an effective part.*

INSTRUCTIONS TO THE JURY IN THE SUIT OF WATSON VS. MULLEN, 1845

These instructions to the jury, conforming to his occasional practice, were drawn by Lincoln. No court records have been made available in this case.

That if they believe from the evidence that the defendant maliciously spoke the words substantially as laid in the declaration, the law in this case presumes that they were false, and they are to find the defendant guilty, and assess the plaintiff's damages at what they think right under all the circumstances shown by the evidence in the case—

That, as to *malice,* if they believe from the evidence that the defendant spoke the words deliberately and without any good motive, then the law presumes that they were *maliciously* spoken, and they are to find accordingly.

PLEAS AND POINT OF TRIAL IN THE SUIT OF HALL VS. IRWIN, SUPREME COURT OF ILLINOIS, JANUARY 8, 1845

(Herndon-Weik Collection)

"In nullo est erratum, Logan & Lincoln p.d," and "Logan and Lincoln for Deft in error" are the only parts of this document in the handwriting of Lincoln. The other sections of the paper are from the pen of Minshall. Although this document does not indicate it, this case was tried before the Supreme Court of Illinois. It was an appeal from Sangamon county in which Lincoln and Jesse B. Thomas appeared for the defendant in error Irwin, and William A. Minshall represented Hall, the plaintiff in error. The original suit involved an ejectment, but as will be seen from the agreement in this document, the case before the Supreme Court of Illinois hinged upon the question of the power of an administrator with the will annexed to convey property so as to vest title under the will. On February 8, 1845, *the case was*

continued by consent of Minshall and Lincoln. It was argued on December 27, 1845, *by Lincoln and Thomas for Irwin et al, with Minshall appearing for Hall. The Supreme Court upheld the argument of Lincoln that no power was vested in the administrator to convey the property, and that no such right existed. The judgment in favor of Irwin et al was affirmed. The case has been cited by the Supreme Court of Iowa.*

While in the opening days of January, 1845, *Lincoln in Springfield was occupied with arguments before the Supreme Court of Illinois, President-elect Polk at his home in Tennessee was engaged in efforts not always successful, to restore unity to the councils of a party of which an unexpected chain of events had made him the leader. Looking to this end, Polk's first tender of a cabinet position was of the treasury department to Silas Wright, Van Buren's chief lieutenant. But Wright, already pledged to serve a full term as governor of New York, promptly declined, and on January* 4 *Polk wrote the former President requesting advice as to suitable members of his cabinet. Van Buren in reply recommended Benjamin F. Butler for secretary of state, but that post went to Buchanan, and later suggestions from Van Buren for divers reasons were respectfully put aside by Polk. Finally on March* 1, *after he had reached Washington he informed Van Buren that, turning to the rival New York faction, he had decided to make William L. Marcy secretary of war, a choice in no way to the liking of Van Buren and his friends. Polk's later offer to send Van Buren as minister to England was declined, and thereafter the former President's attitude was one of secret yet sullen opposition to the new administration. But Marcy proved an able secretary of war in a trying period, and Lincoln when a member of the House soon came to hold him in high regard.*

And Henry H Hall now comes & says that Error hath intervened to his prejudice in the Record and proceedings aforesaid in this Towit that the court erred in refusing the deed of Benjamin H Godon Administrator with the will annexed of the estate of Thomas Payne Deceased to said Hall to the premises in question And in rendering Judgment—for said Irwin et al when by Law Judgment should have been given for said Hall.

Minshall for Hall

In nullo est erratum

Logan & Lincoln p.d

And it is agreed by the Attorneys for the parties in this cause that the error above assigned is to be confined to the question of the power of the said Benjamin H Godon Administrator with the will annexed of the estate of Thomas Payne Deceased to sell and convey the Lands in question under & by virtue of the will of said Thomas Payne deceased and the letters of Administrator thereon Granted.— by the Probate Court to the said Benjamin H Godon with the will annexed—and to this purpose it is agreed that the will Letters of Administration and all order paper and certificates including the certificate of acknowledgment on said Deed appearing in the record herein excepting the deed above as to be considered——having been read without objection—and all other errors if any there be are here by waived on both sides &c.

Logan & Lincoln for Deft
in error —
Minshall for Plff in
Error

ASSIGNMENT OF ERRORS IN THE SUIT OF STICKNEY VS. CASSELL, SUPREME COURT OF ILLINOIS, JANUARY 24, 1845

(Herndon-Weik Collection)

This assignment of errors was penned by William H. Stickney, attorney for the plaintiff in error. The formal answer, "in nullo est erratum," was penned by Lincoln and signed by him. The lower court litigation in this case was begun with a suit brought by Cassell for recovery of wages he maintained were owed to him for carpenter work and house building. He asserted that he had contracted at $2.50 *per day to build a house for Stickney and Company, but that he was not permitted to complete the work, and was not paid as specified in the contract. This case was tried at the May,* 1843 *term of the Gallatin circuit court, and judgment rendered for* $500. *in favor of Cassell. On January* 24, 1845, *the plaintiffs were given leave to amend their assignment of errors which places this paper as having been penned before that date. Three days later the case was argued before the court.*

Chief Justice William Wilson handed down the opinion of the court, and asserted that the contract contained no specific clause governing Cassell, but only one that said that he was to do such work as Stickney and Company desired done. When

such work was completed, Cassell was to be paid. Wilson asserted that the agreement of the contract had been fulfilled, and reversed the judgment of the lower court. A new trial before the Gallatin circuit court was awarded, and the case remanded to that court for further proceedings.

For a report on this case, see 6 *Illinois* 1 *Gilman,* 418-423. *Samuel Marshall, Shawneetown attorney, and friend of Lincoln must have had connection with this case, for Lincoln wrote to him on December* 6, 1844; *"Stickney vs. Cassell, I have just examined, & I think I can get the judgment affirmed. I'll try." Lincoln erred in his opinion as seen by his loss of the case.*

Jas N Cassell
vs } assumpsit
Jno C & H W Stickney

And the said Plff in error comes & says that in the judgment & decision of the Circuit Court in this Cause there is manifest error in this yc

1st. The Court erred in not dismissing this cause & non suiting the Plainf below on the first demurrer reaching back to the declaration.

2d. The Court erred in rejecting the evidence offered by the Deft below to wit the receipt of the Plaintiff Cassell for work done on the building aforesaid under the plea of payment

3d. The court erred in overruling the motion for a new trial for the reasons That the verdict was contrary to evidence

4th. The Court erred

In not disposing of the Demurrer to the plea of former recovery & other Demurrers before rendering judgment.

5th. That the judgment is erroneous in not stating for what the judgment of $500 is rendered and against which defendant the same was rendered & in not entering up a Judgment for John Stickney—

Wm H Stickney for plffin Error

In nullo est erratum—
Lincoln pd.

REQUEST TO THE ILLINOIS HOUSE OF REPRESENTATIVES, JANUARY 25, 1845

The letter here reproduced including the signatures, the original of which is now in the Illinois State Archives, at Springfield, was written by Josiah Lamborn, although it does not appear to be in his hand writing. Lincoln did not write it al-

though he probably had a hand in its preparation. The week of January 26, 1845, *brought two other events of interest to him, both duly reported in the newspapers which came to the office of Lincoln & Herndon. On January* 28, *Polk left his Tennessee home and set out for Washington, but, true to his careful regard for money, first giving due attention to what, prior to inauguration, he should pay for rooms at Coleman's Hotel. "You know," he had written his friend Cave Johnson on December* 21, 1844, *"I have no money to spend unnecessarily—and to avoid an extravagant or enormous charge, it is necessary that a distinct bargain shall be made in advance"—a detail which, no doubt without delay, had proper attention.*

And on January 29, 1845, *significant of the period and section, a for the moment profitless anti-Texas convention was held in Faneuil Hall, Boston. The convention was called and mainly attended by Whigs, but William Lloyd Garrison was present as a delegate from his ward in Boston, and spoke with "natural eloquence," as Charles Sumner reported to Justice Story, in support of a resolution, at the end laid on the table, that the "extention of the area of slavery would release the North from all obligations to that piratical institution, whether to return fugitive slaves or to suppress insurrections."*

Springfield 25th Jan. ~~1845~~ 1847

To the Honorable,
The House of Representatives,

At a very large and respectable meeting of ladies and gentlemen, held in this city on yesterday evening, it was resolved that the undersigned be appointed a committee to request of your Honorable body that Mr. Fairchild be permitted to deliver an address on Temperance this evening, and also on Monday evening next in the Representative Hall. Mr. Fairchild is a talented and eloquent young gentleman, eminently qualified to advance the cause of virtue and temperance & to promote the best interests of society. By permitting your Hall thus to be used your Honorable body will confer a great favor upon the whole community. All expenses for keeping up fires, cleaning the Hall etc. shall be paid by private contribution.

Most respectfully,
Yours &c J. Lamborn
A. Lincoln
J. Dougherty
Committee

Resolved

That the use of this Hall, this Evening & Monday Evening, be Granted to Mr. Fairchild for the Purpose of Delivering Lectures, on the Subject of Virtue & Temperance.

PLEA IN THE SUIT OF MORGAN VS. LADD ET AL, SUPREME COURT OF ILLINOIS, JANUARY 28, 1845

The two pleas signed, "Hardin & Smith," are from the pen of Lincoln, while the answer of the plaintiff in error is the work of Attorney McDougall. The ink has faded, and while the words may be guessed at, brackets are used to show that these are the words of the editor, and possibly those of Abraham Lincoln. This document presents an unusual problem as to its placement in the history of the legal career of Lincoln. Richards does not list a Supreme Court case of Morgan vs. Ladd et al, nor does Frederick Trevor Hill. Both men list a case of Morgan vs. Griffin. As shown by the first plea, the case of Morgan vs. Ladd et al was brought on appeal from Scott county. The documents in the case reveal Hardin & Smith as the attorneys for Ladd et al, defendants in error. Lincoln penned the pleas, so it is possible that he was co-counsel with Hardin & Smith. The replication by McDougall shows that he appeared as counsel for Morgan.

The Emanuel Hertz catalogue of the legal documents in the Herndon-Weik Collection suggests the possibility of this paper being one of those filed in the case of Morgan vs. Griffin. Reference to 2 Gilman 4 14 (*Vol. 7, Illinois Supreme Court Reports*) *establishes the fact that Morgan vs. Ladd et al is distinct from that of Morgan vs. Griffin, although both were tried before the court at the same terms. The records do not list Lincoln as one of the attorneys in Morgan vs. Ladd et al, but it is seen that he wrote the pleas in the case. Hardin & Smith are listed as counsel for Ladd et al, while McConnell is shown to have appeared for Morgan. This document shows that James McDougall had appeared as counsel with McConnell. The lower court suit in this case involved a bill in chancery filed by Morgan. As revealed in the pleas of the defendants in error, two sums of money were paid by them and accepted by Morgan, before he sued out the writ of error. The replication of Morgan was an answer that he had offered to return the sums received to the clerk of the lower court, but that official had refused them, offering instead to turn them over to the Supreme Court for dispensation. The*

defendants in error offered a demurrer to the replication and it was sustained.

The final ruling of the court was that a party who accepted the benefits of a decree of a lower court could not allege afterwards that such decree was erroneous. The plea of the defendants in error was held to be good, and the acceptance of money by Morgan was declared to have acted as a release of errors. Although there is no evidence that Lincoln appeared before the Supreme Court of Illinois in this case; it is clear that he took part in the drawing of the arguments in the case. As he was associated as co-counsel with Hardin & Smith in the hearing of Morgan vs. Griffin, it is possible that he was co-counsel in Morgan vs. Ladd et al, if only a silent attorney in the case. It should be noted that the careful research of Miss Mabel McWherter, librarian of the Law School of Western Reserve University has made available the digest of this case with which Lincoln had hitherto unknown connection.

In the Supreme court of the state of Illinois

December term, A. D. 1844—

James L. Ladd & Levi Harlan, surviving partners of the firm of J. L. Ladd & Co, & Levi Harlan, surviving partner of the firm of Harlan & Wilkinson, defendants—

ats } In Error

Thomas Morgan, plaintiff

And the said defendants, by their attornies, Hardin & Smith , come and say that the said plaintiff, to prosecute his proceedings in error against the said defendants, [ought not, be-]cause they say that on the 21st day of October A. D. 1842, at the county of Scott in said state, since the rendering of the decree in said cause in the court below, and before the suing out of the writ of error in this cause, the said defendants paid and satisfied to the said plaintiff, and he the said plaintiff, received and accepted, the sums of ninetytwo dollars and fiftyfour cents, and ten dollars, directed by said decree to be paid to him, the said plaintiff—And so the said defendants say that by reason and by force of the premises aforesaid, he, the said plaintiff, did, on the day and year aforesaid, at the place aforesaid,

release unto the said defendants the errors by the said plaintiff assigned, and all other errors in the record, proceedings, and decree of the court below, in said cause— And this the said defendants are ready to verify, wherefore they pray judgment &c

Hardin & Smith, for
defts

Same
vs
Same

And now comes plff in Error and says that the matters and things in the above plea set forth & alleged are not sufficient in the law to answer the Errors herein alleged & to preclude him from his judgt. by reversal in the premises wherefore he prays &c

McDougall
for plff in Error

Same
ats
Same

And the said defendants say that their said plea by them above pleaded, and the matters therein contained, in manner and form as the same are above pleaded and set forth, are sufficient in law to bar and preclude the said plaintiff from having or maintaining his aforesaid proceedings in error thereof against the said defendants, and the said defendants are ready to verify and prove the same, when, where, and in such manner as the court here shall direct and award; wherefore inasmuch as the said plaintiff hath not answered [the said plea,] nor hitherto in any manner denied the same, the said defendant prays judgment and that the said plaintiff may be barred from having or maintaining his aforesaid proceedings in error thereof against the said defendants &c.

Hardin & Smith p—d—

James L. Ladd et al
ats
Thomas Morgan—

Filed 28th Jany 1845
E Peck
C.S.C.

MOTION IN THE SUIT OF THE PEOPLE EX REL McGOON VS. BROWNE, SUPREME COURT OF ILLINOIS, FEBRUARY 1, 1845

(Herndon-Weik Collection)

This motion was drawn by Lincoln, but the cover notations were penned by Ebenezer Peck, clerk of the Supreme Court of Illinois. Peck cites the case as Magoon vs. Browne, but Lincoln distinctly places the case by using his characteristic raised "c" with two dots under it, leaving no doubt that it was that of the People ex rel, Richard H. McGoon vs. Thomas C. Browne. It is possible that this case grew out of that of McGoon vs. Litle, for it was Judge Browne who refused to sign the bill of exceptions in the lower court hearing of that case. James A. McDougall, attorney general for Illinois moved for a peremptory mandamus or final order commanding the performance of action by Browne. J. Y. Scammon appeared as attorney for Browne. This motion was made on January 17, 1843, *and argued on the following day by Scammon for Browne, and Thompson Campbell for the relator, McGoon. (The relator is the person in whose name information is permitted to be filed in civil proceedings before the court). On January* 20, 1843, *Browne was ordered to file an answer to an alternative mandamus, or an order which demanded that he show reason why the peremptory or final mandamus should not issue. No docket entry of final decision in this case has been made available, and the Illinois Reports offer no summary of it. It will be noted that Lincoln was associated in this case with Thompson Campbell, his co-counsel in McGoon vs. Litle et al. Campbell will be remembered as one of the prominent members of the Galena bar, who in January,* 1843 *had tried to have Browne removed from the Supreme Court.*

The month of February, 1845, *brought two political developments of moment. Retaining the balance between free and slave states, Iowa and Florida were admitted to the Union. Iowa chose doughty Augustus C. Dodge as one of its first senators, and, settled in the main by anti-slavery men, in* 1860 *was to cast its electoral vote for Lincoln, while Florida chose David L. Yulee, fighting champion of slavery, as one of its first senators, and when the parting of the ways came preceded several of its sister states into the Confederacy. And on February* 5, 1845, *in the Senate at Washington Thomas H. Benton, given to dissenting and contentious stands on questions having to do with the extension of*

slavery, introduced a bill which phrased a belated and, as it was to prove, futile attempt to alter if not defeat the program of Tyler and Calhoun for the annexation of Texas by joint resolution of Congress, stipulating that agreement between the United States and Mexico should precede such action. A few days later Robert J. Walker offered an amendment cleverly combining the two methods which passed the Senate by a vote of 27 *to* 25 *when Johnson, a Louisiana Whig swung to the Democrats. Transmitted to the House for approval, Walker's amendment passed that body by a vote of* 132 *to* 76 *on the last day of the session. Abraham Lincoln reading in early March of this outcome knew that annexation was no longer in doubt. Four years later his opposition to the war that sprang from it was to cause his forced if temporary return to private life.*

In the Supreme court of the
State of Illinois—
December term A. D. 1844—

The People & C. on the relation of Richard H. McGoon.
vs
Thomas C. Browne
} On application for mandamus—

In this case the said Relator comes and moves the court that the Bill of Exceptions, as signed by the Hon. Thomas C. Browne, be made part of the Record, of the court below; a transcript of which is filed herein, with leave to the said Relator to withdraw said transcript, so perfected, and to present the same to the court for the purpose of obtaining a writ of error and Supersedeas against the plaintiffs in the court below—

Campbell & Lincoln, for
Relator—

The People ex relatione
R H Magoon
vs
Thomas C Browne
Motion
Filed 1st feby 1845
E Peck
CSC

DEMURRER AND JOINDER IN THE SUIT OF THOMAS VS. NEGUS AND ROBBINS, SUPREME COURT OF ILLINOIS, FEBRUARY 10, 1845

This demurrer is the work of Lincoln, while the brief joinder was penned by William Martin. The cover notations citing the case were penned by Lincoln, but Clerk Peck wrote the words, "Demurrer & joinder," and the date of filing. This case was an involved one in the lower court. Its history began in August of 1836 *when William G. Pinckard executed a lease of certain lots in Alton for a term of five years to Marsh, Hankinson & Company. On January* 5, 1937, *Pinckard executed a mortgage on the lots to secure a payment of* $9,641.83 *made to Joseph Duncan. Twenty days later, Robbins and Negus made a conveyance to Pinckard, and took a mortgage to secure payment of* $4,143.75. *In February of* 1840, *Duncan and several others sued to recover rents from the lessees of the property. The latter filed a bill of inter-pleader, or a bill to have the parties claiming debts against them settle the dispute among themselves—a legal method of relieving a defendant from going into court in several suits against him. In May of* 1843, *Negus and Robbins brought suit against Pinckard for foreclosure of the mortgage against him, claiming that their mortgage was a prior lien to that of Duncan.*

The suit of Negus and Robbins, and the bill of interpleader of Marsh, Hankinson & Company were heard jointly at the July, 1843 *term of the Madison circuit court. The lower court decided that Duncan should receive the rents, but that the mortgage held by Negus and Robbins, was a prior lien to that of Duncan. If Pinckard and Duncan did not redeem their mortgage in six months, the property was to be sold, the proceeds to be used first to pay the mortgage of Negus and Robbins, and then, that of Duncan. Under this court decree, Duncan received* $1,531.11 *of rent monies from the lessees.*

Duncan died shortly after, and his administrator, William Thomas sued on a writ of error, claiming that the decision of the lower court in adjudging Negus and Robbins to have a prior lien was in error. In the hearing before the Supreme Court of Illinois, Duncan was represented by Lincoln, Justin Butterfield, and William Thomas. Attorney for the defendant in error was William Martin.

On February 10, 1845, *Lincoln and Martin argued the demurrer to the pleas of Negus and Robbins. The case was decided*

on January 10, 1846 *at which time Justices Treat and Caton handed down opinion. Treat gave opinion that the receipt of the rents acted as a release of errors in the case, and that the appellant could not receive the benefits of the lower court decision, and then assign it to be erroneous. He did not accept the opinion of the Court of Errors of New York State in Close vs. Dickinson,* 8 *Cowen,* 3 *which declared that the receipt of monies by a lower court decree did not act as a release of errors. He dismissed the writ of error.*

Although the Illinois Reports show that Justice Caton dismissed the writ, the decision given may be that of the entire court. Caton argued that a case in chancery consisted of several parts. He held that the receipt of moneys did not preclude Thomas from bringing an appeal to the Supreme Court of Illinois on a writ of error. He cited Close vs. Dickinson, just as Treat had done, but agreed with the decision of the New York court.

The defendants in this case, Negus and Robbins, had pleaded that the receipt of monies by Duncan had acted as a release of errors. One of the cases cited in the notes to this case is that of Morgan vs. Ladd, a case in which Lincoln acted as counsel. In the case of Morgan vs. Ladd, the court rendered the same decision as that given by Justice Treat.

For this case, see 7 *Illinois* 2 *Gilman,* 700-707.

William Thomas, who was associated with Lincoln, was an attorney of Jacksonville, Illinois. William Martin was an attorney of Alton, Illinois, who was both associate of Lincoln and opponent in legal cases. Lincoln wrote to him frequently in regard to the matters he was handling for the Sangamon and Alton Railroad.

Three days after Lincoln argued the case before the Supreme Court of Illinois, James K. Polk arrived in Washington and in his quarters at Coleman's Hotel began final selection of the men who were to compose his Cabinet, and formulation of his policy on Texas and Oregon. While he was on the way Cave Johnson had assured Calhoun that the incoming President favored the immediate annexation of Texas, and he now made it clear to those who talked with him that unless Congress took definite action before adjournment, he feared that Texas would be forever lost to the Union. Thus the President-elect, although silent as to the different measures proposed, hastened the enactment of the compromise, as set forth elsewhere, proposed by Walker,

whom, it was now divined by the knowing, had already been chosen for a place in the new cabinet.

In the Supreme court of the
State of Illinois—
December term A. D. 1844—

William Thomas, administrator, with the will annexed, of the estate of Joseph Duncan, deceased—and William G. Pinkard—

against } Error to Madison

Isaac Negus and George Robbins—

And the said plaintiffs, as to the said plea of the said defendants, by them above pleaded, say that the same, and the matters therein contained, in manner and form as the same are therein pleaded and set forth, are not sufficient in law to bar or preclude them the said plaintiffs, from having or maintaining their said Writ of Error, and proceedings thereunder, against the said defendants, and that they, the said plaintiffs are not bound by law to answer the same. And this the said plaintiffs are ready to verify, wherefore they pray judgement &c.

And for special cause of demurrer, the said plaintiffs set down, this, that said plea professes to answer the errors assigned, as to both plaintiffs, whereas it sets out matter, applicable to one of said plaintiffs only—

Lincoln p——q——

Joinder in demurrer
Wm Martin Atty for defts. in Error

Thomas admr &
Pinkard

vs } Demurrer

Negus & Robbins—

Demurrer & joinder

Filed 10th Feby 1845
E Peck
C.S.C.

ANSWER TO APPELLANTS IN THE SUIT OF FARMERS AND MECHANICS INSURANCE COMPANY VS. DUNLAP, SUPREME COURT OF ILLINOIS, FEBRUARY 18, 1845

Herndon-Weik Collection)

At the end of a long transcript, or case history of this suit, Lincoln gives answer to the appellants. He starts his penmanship with the usual and formal reply, "In nullo est erratum," assigns two errors, and concludes with, "Thomas & Lincoln p. d." Thorough search in the Illinois Reports for the period in which Lincoln practiced before the Supreme Court of Illinois reveals no record of this case, or any suit involving James Dunlap or Jesse Young, and until further evidence is adduced, it must be assumed that it is an unrecorded case of Lincoln before the Supreme Court of Illinois.

It is of interest to note that McDougall and McConnell of the cases of Morgon vs. Ladd et al and Morgan vs. Griffin play a part in this case. It is of further interest that the co-counsel with Lincoln in the cases of Morgan vs. Griffin and Morgan vs. Ladd et al opposed him in this case. Lincoln and Thomas p. d. does not offer definite clue as to the identity of Thomas, but it was probably Jesse B. Thomas.

The final decision is unknown, as is true of many of the legal cases of Lincoln.

In nullo est erratum

Thomas & Lincoln p d

In this case the appellee says the court below erred

1st In decreeing that the 220 acres of land claimed by Young, should be sold—

2nd In decreeing that of the proceeds of the lands, $1232—50 cents & costs should be paid to Dunlap, and the residue only, to Young—

Thomas & Lincoln p.d.

Farmers & Mechanics Ins Co

vs

Dunlap

Trans
Filed 18th Feby 1845
E Peck
C.S.C.

ASSIGNMENT OF ERRORS IN THE SUIT OF CUNNINGHAM VS. FITHIAN, SUPREME COURT OF ILLINOIS, PROBABLY FEBRUARY 19, 1845

(Herndon-Weik Collection)

There is but one bit of handwriting in this document which is from the pen of Lincoln. It is the reply, "In nullo est erratum" which was signed by him for the counsel for defense, or the appellee's attorney. The assignment of errors appears to have been signed by Brown, and to have been penned by him. The letters and words included in the brackets are caused by a bad ink stain in the document. The assignment is undated, but is placed as about February 19, 1845 *in view of the fact that a court order of February* 18 *had ruled that the appellant file an assignment of errors by February* 19.

The lower court action in this case involved the sale of a piece of property in Milwaukee, Wisconsin. William Fithian sold the land to Cunningham on April 4, 1838. *Five years later, Cunningham asked that the contract be rescinded on the basis of fraud. He further prayed that an injunction be issued, and that he be given relief. The lower court handed down a decree in favor of Dr. Fithian, and dissolved the injunction in the case. On the appeal of the case to the Supreme Court of Illinois, J. J. Brown and Jesse B. Thomas, Jr., appeared as attorneys for Hezekiah Cunningham, the plaintiff in error. Logan & Lincoln and Edward D. Baker represented the interests of William Fithian, defendant in error.*

The presiding justice at the hearing of the case was Samuel D. Lockwood of Morgan county, Illinois. He had held various state offices and was on the bench of the Supreme Court of Illinois from 1825 *to* 1848. *In ruling in the case, Justice Lockwood gave opinion that the bill to rescind the sale of the property had been filed more than five years after the sale. He stated also that the plaintiff in error had permitted the property to be sold for payment of taxes, and that the depreciation suffered over a period of years had left it in no condition to be restored to Dr. Fithian in the condition at time of sale. The case was argued by Thomas and Brown and Logan and Lincoln on December* 22, 1845, *and Lincoln continued the argument on the following day. Brown aswered Lincoln with an argument on December* 24, 1845, *and concluded the argument in the case on December* 26, 1845. *Justice Lockwood, after hearing the argument, sustained the decree*

of the lower court, but found Justices Samuel H. Treat and Gustavus P. Koerner dissenting from his opinion.

Dr. William Fithian, defendant in error, was an old friend and client of Lincoln. The two men had been colleagues in Lincoln's first term in the Illinois Legislature. The doctor served also in the State Senate, and became a prominent Republican worker in Vermillion county. Lincoln was a guest in his home at the time of his meeting with Stephen A. Douglas at Danville in the senatorial campaign of 1858. *It is to be noted that on February* 19, *a day or two after the assignment of errors in the suit of Cunningham vs. Fithian, Lincoln appeared for the plaintiff in Kelly vs. Garrett, the first of the many Supreme Court cases which through the years were to come to him from Cook county. His late partner Logan appeared for the defendant. Lincoln's two-day argument proved effective for in due course the judgment of the circuit court was reversed, and the case returned to it for retrial.*

State of Illinois } Sct.
County of Vermilion } I, Amos Williams, Clerk of the Circuit Court within and for said County, do hereby certify that the foregoing is truly taken and copied from the Records of the proceedings of the Circuit Court, within and for the said County of Vermilion

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at my Office in Danville Illinois, this 30th day of November in the Year of our Lord one thousand eight hundred and forty four—
Teste,

Fees— } Amos. Williams Clerk
For this Record $91.51 } Vermilion Circuit Court

Hezekiah Cunningham } Appeal from Vermillion
vs
William Fithian } Assignment of Errors

The Court erred in dissolving the injunction and dissolving the Bill when it should have made the same perpetual and granted the other prayers of the Bill—

1st. Because the Defendant admitted that he was the agent of the Complainant, when he made a new and different contract

from that which he communicated to his principal and variant from that which his principal authorized him to make—

2d. Because he did not disclose to his principal the new contract, the terms of it, nor the reasons for it, but confessed in his answer that he carefully concealed them from his principal—

3rd. Because there was evidence of actual fraud on the part of said Defendant, which rendered the contract void on which the Judgment at Law was rendered against complainant, and incapable of confirmation.—

4th. Because fraud was to be implied from the inadequacy of consideration given by said Agent to his Vendor, for the land sold by said agent and Defendant to complainant, especially when the implication was strengthened by the evidence of confidence on part of complain[ant in the De]fendant as Agent, and other traits of fraud.—

5th. That fraud was to be implied from the relative situation of the parties; the Defendant having purchased of his Vendor for his own gain while acting as the agent of Complainant and Others in making the purchase.—

6th. Because the contract was void without proof of fraud practiced, or advantage gained on the part of said Defendant as Agent, by reason of the relation of the parties.—

7th. Because neither in the length of time nor in the acts of confirmation as set up by the Defendant was there such a confirmation as would render the contract valid.—

8th. Because the injunction ought to have been made perpetual, and the prayer for restitution granted from all the foregoing grounds taken in combination and strengthening each other.—

J . J. Brown for Appellant

In nullo est erratum.

Baker, Logan & Lincoln p. d.

PETITION FOR REHEARING IN THE SUIT OF ROGERS VS. DICKEY, SUPREME COURT OF ILLINOIS, FEBRUARY 27, 1845

(Herndon-Weik Collection)

This petition was drawn by Lincoln. The verso notations are from the pen of Clerk Peck. The lower court history of this case is presented in the abstract dated January 10, 1844. *The suit was heard before Judge Treat in the lower court. In the*

hearing before the Supreme Court of Illinois, J. Young Scammon represented Rogers, while Logan and Lincoln appeared for Dickey. Scammon cited numerous authorities to support his argument, for which, see 6 *Ill.* 1 *Gilman,* 638. *Logan and Lincoln countered by citing Wiley v. Hyde,* 13 *Johns.,* 249, *and Payne v. Drew,* 4 *East* 545. *Lincoln may have written Payne vs. Drew in this petition, but it appears as if he added an "e" to "Drew." It is possible that the "e" is a final flourish on the "w", and that Lincoln may have cited the case correctly. It was submitted to the court on February* 17, 1845, *Lincoln and Scammon presenting written arguments. The opinion of the court was handed down by Richard M. Young. He was of the opinion that the English law setled the doctrine in this case*:

1. *That where two or more writs of fieri facias are delivered at different times to the same, or different officers, and no sale of the defendant's goods is made, the execution delivered first has priority.*

2. *Where goods are sold by virtue of a levy made under a junior execution, the sale is good, and property cannot be taken away by a senior execution.*

But Justice Young added, that in case of liens created by statute, the judgment began the life of the lien, and such lien continued as long as the statute gave it priority over other laws. He was of opinion that in the case of liens on lands created by judgment, the law implied a notice to all subsequent incumbrancers and purchasers. Finally, he gave opinion in these words, "Upon the whole we think the sheriff did no more than his duty in taking the property from the constable, and the same should be sold for the satisfaction of Rogers' execution." The judgment of the lower court was reversed, and this petition or motion for rehearing filed by Lincoln was denied on March 1, 1845. *For a report of this case, see* 6 *Illinois,* 1 *Gilman,* 637-646.

The excerpt or amendment reproduced below was drawn by Lincoln. Although he did not indicate that this was an amendment to the Petition for Rehearing, a comparison of that part of the petition beginning with the words, "In Payne vs. Drewe, the very point decided was that a Sheriff was liable." and this excerpt will show that distinct likeness exists. It is possible that Lincoln felt that he had crossed out too many words, and made too many interlineations in the original petition, and added this excerpt for clarity of meaning. The fieri facies referred to in this excerpt were writs commanding the sheriff to levy, and to

take the amount of the judgment in the case from the sale of goods and chattels of the judgment debtor. The words, "nulla bona" are as translated from the Latin, "no goods," or property on which to levy an execution.

Two days after Lincoln drew the petition for a rehearing in the suit of Rogers vs. Dickey, at Washington President Tyler about to quit office, signed the joint resolution for the annexation of Texas passed in the last hours of the Twenty-eighth Congress, and in the evening he gave what was styled a "grand supper" to the members of his cabinet and their ladies in honor of the President-elect and Mrs. Polk, whom the illness of the latter, however, prevented them from attending. But President-elect Dallas was there, and so was "Long" John Wentworth, by turns friend and enemy of Abraham Lincoln. And on March 3, Tyler, about to depart for his Virginia farm and reluctant to leave a great task unfinished, despatched a messenger to Andrew Jackson Donelson, American representative to Texas, with word that that republic would be admitted to the Union as soon as its government and its people had agreed to annexation and conformed to certain requirements set forth in the joint resolution of Congress. These events duly reported in the Sangamo Journal of Springfield, perhaps bred in Abraham Lincoln, aspirant for a seat in Congress, moderate concern as to the measure of opposition the Whig leaders would decide to offer to the anticipated course of the new President. Lincoln's first meeting with Tyler was to come in February, 1861, *when the latter presided over what was known as the Peace Conference during the eleventh hour efforts of that gathering to lock the barn doors after the horse was stolen.*

In the Supreme court of the State
of Illinois, December Term A. D. 1844

Edward K. Rogers
vs.
John Dickey
} Error to Sangamon —

Your Petitioner, the defendant in this case, respectfully applies for a Re-hearing of the same— The authorities cited and examined by the court, in their opinion, will not be now reviewed, with one exception and that very briefly; but as to those authorities, the attention of the court is respectfully asked to the question of whether such of them, as were not cases of conflict between *different* writs, or pro-

cesses, in the hands of *different* officers, acting under *different* jurisdictions, are really applicable to this case— This *is* a case of conflict between different writs, or processes, in the hands of *different* officers, acting under *different* jurisdictions; and it is respectfully submitted, that cases of conflict between *different* writs in the hands of the *same* officers, are not in point—

It is believed that the distinction here sought to be taken is a substantial one, and one fully recognized by the courts, standing upon the reason that in cases of *different* officers and jurisdictions, giving preference to the *prior levy,* is necessary to to prevent *collisions* between such officers and jurisdictions—

It is believed that several of the authorities already before court, do recognize this distinction, especially Payne vs Drewe, 4 East. 523— which, with great deference, will be briefly noticed—

Even this would not be done, were it not that the Kentucky courts and the North Carolina courts, have understood this case as your Petitioner understands it; and wholly differently, from this court's understanding of it, as promulgated in their opinion in this case— In Payne vs Drewe, the very point decided was, that a Sheriff was liable to an action for not executing a junior execution, he seeking to be excused on the ground that there was a senior execution (or writ of sequestration which the court in the case, considered as the same thing) in different hands having a prior lien on the property, of which he had notice, and in consequence of which it was, that he returned *nulla bona*— Surely the court would not have held the sheriff liable for not executing, if they had meant, that his levy might be instantly and before sale, defeated.

Two cases, which it is believed have not been before the court in this case, will now be submitted— The first, Hagan vs. Lucas, 10 Peters 400— is not insisted on as being what is called a case in point; but as one fully recognizing the distinction here insisted upon, between writs in the hands of the same officer, and writs in the hands of *different* officers — In that case, the court after having said much to the same point, close that branch of the case with this emphatic language " Property once levied on remains in the custody of the law, and it is not liable, to be taken by another

execution in the hands of a *different* officer, and especially by an officer acting under a different jurisdiction " —

In the other case, Jones vs. Judkins, Devereux & Battle's Reports, 4 vols in one, page 454— the court, after discussing the class of cases, which it is contended, do not apply to this, follow up with this language. " The above remarks apply to the case where *.several* executions of different dates come to the hands of *one* officer—

But when several executions issuing from *different* competent courts, are in the hands of *different* officers (as in the case before us) then, *to prevent conflicts,* if the officer holding the *junior* execution seizes property by virtue of it, the property so seized, is not subject to the execution in the hands of the other officers, although first tested"—

In conclusion, if this court shall, upon examination of the cases, be of opinion, that there is no distinction, recognized in the law, between cases of conflict between several several units in the hands of the *same* officer; and cases of several units, *issuing* from *different* jurisdictions, and in the hands of *different* officers, then your Petitioner can say no more—

Or, if the court shall recognize the distinction, and shall sift the cases, and reject such, as, by the distinction, are inapplicable, and shall, at last be of opinion, that the preponderance of the cases which are applicable, is against him, then he is content— All which is respectfully submitted—

Logan & Lincoln p d—

Edward K Rogers
against
John Dickey
Petition for Rehearing
motion refused.
Filed 27th Feby 1845
E Peck
C.S.C.

BOND FOR COSTS IN THE SUIT OF HAMILTON VS. WHITE, SANGAMON CIRCUIT COURT, MARCH 8, 1845

(Herndon-Weik Collection)

This bond was penned by Lincoln, while Clerk Calhoun did the cover notations. It will be seen that while Attorney Lincoln

changed the word "I" to "we" he overlooked the fact that "myself" was not in corresponding number with the plural "we." It was a slight error, but it reveals that he made mistakes as did other attorneys. The week in which he drew this bond for costs brought on March 4 the inauguration of Polk and on March 5 the announcement of his cabinet. Lincoln a few days later read in the press that rain fell in torrents during Polk's inauguration; that Chief Justice Taney, who in 1861 was to perform a like service for him, administered the oath of office, and the new President's inaugural address left no doubt as to where he stood on Texas and Oregon. He approved the annexation of Texas and declared that the United States had a clear title to Oregon which would be forthwith confirmed in negotiations with Great Britain.

Besides Buchanan, Walker and Marcy the new cabinet contained several men with whom Lincoln as a member of the House would three years later come in contact—George Bancroft, secretary of the navy; John Y. Mason, who had held the same spot under Tyler, but now became attorney-general, and Cave Johnson, Polk's closest political friend, post-master general. A group of able men, but the fact was soon in evidence that Polk was to sit at the head of the table and exact full measure of unquestioning service from each of them. This was the conclusion which late in April shrewd Gideon Welles, who in 1861 was to have a place in Lincoln's cabinet, passed on to Van Buren. "Several of them," he wrote, "have been at particular pains to tell me that the President has his own way—does as he has a mind to—makes his own appointments"—a course to be followed by Lincoln when in turn he became President.

William S. Hamilton
vs
John White
Ivy White
James White &
the City of Springfield

In chancery in the Sangamon circuit court—

We do hereby enter myself security for costs in this cause, and acknowledge ourselves bound to pay or cause to be paid, all costs which may accrue in this action either to the opposite party or to any of the officers of this court in pursuance of the laws of this state.

Dated this 8th day of March A. D. 1845

Wm Porter
Josh Klein

Wm S. Hamilton
vs
Jno White etal
Filed March 8th.
1845
J.Calhoun
Clerk

BILL OF COMPLAINT IN THE SUIT OF HAMILTON VS. WHITE, SANGAMON CIRCUIT COURT, MARCH 8, 1845

(Herndon-Weik Collection)

Clerk Calhoun penned the date of filing, but this bill and all other cover notations were from the pen of Lincoln and it was he who signed for his own firm of "Lincoln and Herndon," and that of "Logan & Lincoln." The firm name "Logan & Logan," penned by Lincoln does not show clearly the lawyers who opposed him in this case, but there is no doubt that they were Stephen T. and David Logan. David Logan was the son of Judge Logan and had been a law student in the offices of Logan & Lincoln. This case was decided on March 31, 1845, *when it was dismissed on motion of the complainant.*

On March 10, 1845, *at Washington, President Polk concluded to make two changes in the steps Tyler had taken to put into effect the joint resolution of Congress for the annexation of Texas, and despatched confirming instructions to Donelson who when he received them at New Orleans on March* 24 *at once set out for Texas. And at Springfield on March* 18 *Lincoln & Herndon tried their first case, an action in debt in which the new firm appeared for the plaintiff and Judge Logan for the defendant. The case ended in a compromise on July* 8, 1845, *when Lincoln drew up an agreement stipulating allowances to be made by both sides. Finally in the evening of March* 28 *a dinner in honor of John J. Hardin was given at Jacksonville. Baker and Hardin were the speakers at this dinner, and no doubt Lincoln, alert to be on good terms with a political rival, was one of the guests.*

To the Honorable, the Judge of the Sangamon county circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor your orator William S. Hamilton, that on the 2nd day of July in the year of our Lord 1829, one John White executed to and in favour

of your orator, his promissory note for the sum of one hundred and six dollars, in lead; that, afterwards, towit on the 29th day of April in the year 1830 your orator obtained a judgment on said note against said White, in the Sangamon circuit court, for the sum of one hundred and nine dollars and seven cents, and costs; that previous thereto the said John White had purchased of one Christopher A. Ballard Lot Number Five in Block Number Two, in the original plat of the (late town, now) city of Springfield in the county aforesaid, and paid for the same out of his own proper means; but being indebted to your orator as aforesaid, and also to others at the time, did, on the 22nd day of March 1830, for the purpose of defrauding your orator, and his other said creditors, procure the said Ballard to convey said Lot by deed of that date to Ivy White and James White, two of the said John White's infant children, the elder of said children not then exceeding seven years of age— that after the rendition of said Judgment, towit on the 14th day of May 1830 an execution was issued on said Judgment, (said execution reciting the date of said judgment, by mistake as the 1st day of May 1830) and levied on the same Lot aforesaid, but afterwards, towit on the 15th day of December 1830, it was by the sheriff returned with an entry thereon, "nothing made"— that afterwards towit on the 31st day of December 1832, an alias execution issued on the same Judgment, (making the same mistake in reciting the date of the judgment) and levied upon the same Lot, and on the 22nd day of January 1833, said Lot was sold under said alias execution and levy, to your orator, who bid in the same for the sum of one hundred and fortyfour dollars and ten cents, being the amount of debt, interest & costs—all of which will fully and at large appear by reference to the records of said court, and papers on file therein— Your orator further states that on the 8th day of March A. D. 1845, the then present sheriff of said county of Sangamon, executed a deed to your orator for said Lot, in pursuanc of the sale and purchase aforesaid, which deed is herewith filed, marked (A), and prayed to be taken and considered as part hereof—

Your orator further states, that the said John White, by himself, or his tenants or lessees, has been in the possession and enjoyment of said Lot, ever since said sale up to this time, excepting perhaps a small portion of the latter part of said time, when the possession of the same has been pretended to be

in the said Ivy White and James White, or one of them— Your orator further states that the City of Springfield, as he is informed, claims to have some claim to, or lien upon said Lot, by virtue of some judgment or judgments against said Ivy White—Your orator also charges that the said John White, Ivy White, and James White, refused to deliver possession of said Lot to your orator although often requested so to do—

In tender consideration of all which your orator prays that the said John White, Ivy White, James White, and the City of Springfield be made defendants to this Bill; that the People's writ of subpoena issue for said defendants, and that they answer &c. but as to all of said defendants, your orator waves the necessity of their answers being made upon oath— and on the final hearing of said suit, your orator prays that all claim of the said city of Springfield to said Lot, be barred and forever foreclosed, that the sale of said Lot to your orator, as aforesaid, be confirmed, and the said Ivy White and James White, decreed to convey all their interest in said Lot, to your orator, and that your orator have immediate possession of said Lot— Or, that your Honor will decree, that the satisfaction of his execution and judgment, by the sale aforesaid, be set aside, and the said Lot subjected to sale, for the payment of said judgment, interest thereon up to such sale, and costs, and also the costs of this suit, and that the purchaser at such sale have possession— and that your Honor will grant such other and further relief as equity may require, and as in duty bound &c.

Logan & Logan
Lincoln & Herndon, for complt

William S. Hamilton
vs } Bill
John White & others—

Filed March 8th. 1945
J. Calhoun
Clerk

The Clerk will issue
a subpoena in chancery
herein for— John White

Ivy White, James White, &
the City of Springfield—
Logan & Logan
Lincoln & Herndon p. q.

RECEIPT TO MRS. CLARISSA WREN, APRIL 10, 1845

(Lincoln National Life Foundation Photostat)

This receipt is entirely in the handwriting of Lincoln, as is the signature, "Logan & Lincoln." The note referred to is that of May 30, 1844, *given in the case of Wren vs. Wren. The Powell of Powell & Bryant was Elihu N. Powell, an able attorney who acted as counsel with Lincoln in several cases, and who opposed him at times. Later in April, Lincoln, no doubt taking careful note of developments at Washington and in Texas, was to learn that President Jones had a bit reluctantly accepted the proposals submitted by Andrew Jackson Donelson lately arrived from New Orleans, and had issued a proclamation summoning the Texan Congress to convene on June* 16 *for the first steps in a momentous adjustment. The stand of Sam Houston on annexation had been an unfriendly one, but he now declared himself in its favor—a change heartily applauded in a letter from Jackson to Polk. "Texas comes into the union with a united voice," wrote Jackson a few weeks before his death, "and Genl Houston, as I know, puts his shoulders to the wheels to roll it in speedily. I knew British gold could not buy Sam Houston." When Lincoln in December,* 1847, *took his seat in the House he found Houston already serving his state in the Senate.*

Tremont, April 10—1845

Received of Mrs. Wren, ten dollars, which is to be credited on the note given to us by Messrs Jones & Griffin, which is now in the hands of Powell & Bryant, in Peoria—
Logan & Lincoln

SCHEDULE OF THE ASSETS OF JOHN H. McCLELLAND, DECEASED, COLES CIRCUIT COURT, MAY 5, 1845

(Herndon-Weik Collection)

There was filed in the Coles circuit court on May 5, 1845 *a lengthy schedule of the assets of John H. McClelland, deceased, but only the first part of the document beginning with the words "James Alexander" and concluding with the words, "last term*

of this court" is in the hand of Lincoln. Little is known of this case for court records are not available at the present time. A fuller study of its cause will be found in the answer of Thomas Affleck to James Alexander reproduced in another place. The answer is dated as of May 11, 1843, *but the clerk of the court seems to have dated it as being filed two years later. This case was one of many handled by Lincoln in Coles county, where his father, Thomas Lincoln, was passing his last days. It was about this time perhaps that Lincoln first read the Washington Union edited by Thomas Ritchie which, at the command of President Polk, had succeeded the Globe as the Democratic organ at the capital. The elder Francis Preston Blair had won wealth and influence as one of the founders and as editor of the Globe; and he had been an outstanding champion of Jackson during the latter's stormy years as President. But he was also a friend and supporter of Van Buren, sharing the latter's views on the Texas question, and this prompted Polk to seek a new journal with a new editor as the organ of his administration. Thus the new President had not been a fortnight in office when he wrote Jackson that he had had a "full and free conversation with Mr. Blair and in good feeling frankly told him that it was impossible for the whole party ever to be united in the support of the administration whilst the Globe was regarded as the official organ."*

Polk could also have told Jackson that he had a high regard for Thomas Ritchie, venerable editor of the Richmond Inquirer and unfailing upholder of southern interests and southern causes. Jackson made earnest but unavailing protests against Blair's retirement, and at the end of lengthy negotiations Ritchie and anothers bought the Globe from Blair and Rives and replaced it with the Washington Union. If Lincoln chanced to read the initial numbers of the new organ he found in them matter much to his taste, including the first instalment of Mrs. Caudle's Curtin Lectures copied from London Punch—all of which had future meaning for a future President as a decade later Blair was to be one of the founders of the Republican party. Still later he was to have a part in the election of that party's first President, Abraham Lincoln, who was to make him a trusted adviser and give his elder son, Montgomery, a place in his cabinet.

But of more immediate concern to Lincoln was his part in a murder trial at Urbana on May 10, 1845, *when he and Asahel Gridley of Bloomington were appointed to defend John Weaver, an irresponsible drunkard who for no apparent reason had fatally*

shot David Hiltibran. Despite the effort of his counsel, Weaver was found guilty and sentenced to be hanged, but escaped before execution. It was at this time that there was cemented a close and noteworthy friendship between Gridley and Lincoln, begun a few years earlier when the legislature still met in Vandalia. Gridley shortly quit the law to become a banker, passing most of his clients to Lincoln, and in 1859 *and* 1860 *he gave generously both of money and effort to promote his friend's political interests. A younger friend of both men declared in age that Gridley, who himself never sought nor held office, "was one of the most capable, strong and indispensable of the home legion that eventually won the Presidency for Lincoln." See Robert H. Browne, Abraham Lincoln and the Men of His Time, Chicago,* 1900, *Volume* 1, *Pp.* 196-197.

James Alexander, adm. &c.
of John H. McClelland, decd.
vs.
Thomas Affleck & Hiram Rutherford } In chancery—

The following is a true and correct schedule of all notes, judgments and evidence of debt, belonging to the estate of the aforesaid McClelland, which have come to the hands of the said Affleck, together with an accurate statement of those which he has collected, and those which remain unpaid, and of the condition of those which remain unpaid, now submitted in obedience to the order of the court made in said case at the last term of this court—

RECEIPT OF THOMAS LINCOLN FOR MONEY ASSIGNED HIM BY HIS SON, ABRAHAM, MAY 12, 1845

(Herndon-Weik Collection)

No part of this receipt was penned by Lincoln, but it has interest because it reveals him giving his fee in a particular case to his father, Thomas Lincoln. It has added interest because Lincoln's share of the fee was collected by John D. Johnston, the shiftless step-brother who was a continuing source of annoyance to the Springfield attorney. The assignment reproduced below was drawn up by Lincoln and signed by McKibben, it being payment for legal services.

Rec , d of N. Ellington Clerk Circuit Court thirty five Dollars which was assigned to A. Lincoln by Thomas McKibben to be paid out of a Judgt. in favor of Sd. Mc-

Kibbin against Jonathan Hart— obtained at the May Term of the Coles Circuit Court 1845, and which assignment to A. Lincoln, has since been assigned by sd. A Lincoln To Thomas Lincoln

Given under my hand this 12th day of may 1845.

Thos- Lincoln by
J. D Johnston

———o———

Thomas McKibben
vs
Jonathan Hart
} Judgt in Coles circuit court—

For value received, I assign thirtyfive dollars in the above entitled judgment to Abraham Lincoln—Thos McKibben

May 12th 1845—

AGREEMENT AND COURT DECREE IN THE SUIT OF McKIBBEN VS. HART, COLES CIRCUIT COURT, MAY 12, 1845

(Herndon-Weik Collection)

This agreement was drawn by Lincoln and signed by McKibben and Hart. The verso notations are the work of Clerk Ellington. Lincoln ran ahead of himself at times in this paper, for he wrote, "three hundred dollars and" preceding "two thousand dollars damages and costs." He crossed the first phrase out, and put it then in its proper place. He made like error in placing "plaintiff" before "defendant" in the clause "that the defendant pay the plaintiff." Again, he noted his mistake, and corrected it. The word, "ballance" appears again as in most of the Lincoln papers. The A. P. Dunbar in this case was Alexander P. Dunbar, a leading attorney of Coles county, and in 1837 *a colleague of Lincoln in the Illinois legislature. He was one of the Lincoln aides in the movement to establish Springfield as the capital of the State of Illinois. The court decree was penned by Lincoln. Although it is undated in the Herndon-Weik Collection, it states that the agreement of parties to the suit was filed on the same day. As such agreement was filed on May* 12, 1845, *the court decree is given a like date. This case, as will be seen, was one involving slander. It was continued on October* 22, 1844, *and on May* 12, 1845, *a verdict rendered as given here by Lincoln.*

Thomas McKibben
vs
Jonathan Hart
} In Slander

In this case, it is agreed by the parties, that the plaintiff have judgment against the defendant for two thousand dollars damages and costs of suit, that the plaintiff shall at once remit the whole of said judgment, except three hundred dollars and costs, that the defandant pay the plaintiff fifty dollars on said remaining three hundred dollars at once, and settle the fee of A. P. Dunbar; & that he have stay of execution as to all the ballance except costs, for the period of twelve months—

Thomas McKibben
Jonathan Hart

Filed May 12th 1845
N Ellington clk

———o———

Thomas McKibben
vs
Jonathan Hart
} In Case, for Slander

This day came the parties and filed their written agreement herein, and according thereto it is adjudged by the court that the plaintiff recover of and from the said defendant, the sum of two thousand dollars damages, together with his costs about his suit in this behalf expended, and that he have execution therefor— And further, according to said agreement, that the sum of seventeen hundred dollars of said damages be, by the said plaintiff, and the same hereby is, remitted, and forever discharged, and that said defendant have stay of execution for the remainder of said judgment, exclusive of costs, for the period of twelve months—

RECEIPT BY THOMAS McKIBBEN OF PART PAYMENT OF JUDGMENT, MAY 12, 1845

(Herndon-Weik Collection)

This receipt was penned by Lincoln, and signed by his client, McKibben. In the clause, "I thiss day obtained," it may be that Lincoln wrote "this," but an "s" appears to follow the first "s", and it is so given in the interest of accurate transcription. As Lincoln did not mis-spell the word, "this," it may be that he drew out with his pen, giving it the appearance of "thiss."

Recd. May 12th 1845—of Jonathan Hart, fifty dollars, the same that by agreement was to be paid me at this time, on the judgment I thiss day obtained against him—

Thos McKibben

BILL FOR INJUNCTION AND MASTER'S ORDER IN THE SUIT OF SHORT VS. CALDWELL, MENARD CIRCUIT COURT, MAY 27, 1845

(Herndon-Weik Collection)

This bill for injunction was drawn by Lincoln and signed by James Short. The attest to the swearing of the bill, and the order of the master in chancery were from the pen of A. D. Wright, master in chancery for Menard county. Nathan Dresser, friend of Lincoln, and clerk of court, penned the verso notations. The characteristic "ballance" of Lincoln will be seen twice in this document, but the spelling "untill" was not characteristic of his legal papers. In the clause, "the intention of said Caldwell to continue removing the improvements from said said land," there is oversight of repetition of the word "said." Such oversight does not occur frequently in the Lincoln legal papers, but it appears on occasion.

On May 28, 1845, the day after this bill was drawn, at Petersburg, from Washington Secretary of War Marcy sent a confidential dispatch to General Taylor with instructions for that officer's guidance should annexation be accepted by Texas, instructions which were to have early issue in Taylor's movement of his troops from New Orleans to Corpus Christi, because "the latter was a healthy place" and for the further reason that it was "the most western point occupied by Texas." And perhaps in early June Lincoln, back in his Springfield office, read and pondered a significant article in one of the first issues of the Washington Union which voiced Polk's views on Texas and Oregon, and also hinted that possession of California might soon have a place in the plans of the administration. The men of the North, affirmed the editor of the Union, were more interested in California than those of the South, and he added: "However strongly many of them may now oppose annexation, yet let California be thrown open to their ambition and the torrent even of their population will roll on westwardly to the Pacific," a prophecy which before the end of the decade was to have arresting fulfilment.

On June 3, 4 and 5, 1845, there were evening meetings in the state house at Springfield to consider the Oregon question. Aside from the role of interested listener Lincoln may have had no part in any of these meetings, but his friendly rival, John J. Hardin, was the principal speaker at the last of them. Content to leave negotiations to the President, Hardin declared that he did not believe that war would come, but if it did he would fight —a pledge that two years later was to cost the speaker his life. And the Lincolns, husband and wife, could not have failed to note and comment on a Lexington event of June 3, 1845. This was the establishment by Cassius M. Clay of the True American, in which that born fighter was for a time to wage first-hand and unrelenting war against slavery.

To the Honorable, the Judge of the Menard county circuit court in chancery sitting—

Humbly complaining sheweth unto your Honor, your orator James Short that one Alexander Caldwell, being the owner, and in possession of the North half of the South East quarter of Section Eleven, in Township Nineteen North of Range Seven West, in the county aforesaid, on which there was and is considerable improvements; and your orator having a ballance of a judgment in the circuit court aforesaid against said Caldwell originally for the sum of $ 113 54/100 together with $ 19 42/100 costs, and having procured an execution to be issued from said judgment and levied on said land, your orator did, on the 29th day of July A. D. 1844. purchase said land, at the sale thereof upon said execution by the sheriff of said county for the sum of $ 77 29/100, being the amount of the full ballance due upon said judgment — that said Caldwell still retains possession of said land although he has not redeemed it from said sale, and does not intend, as your orator verily believes, ever to redeem it — that said Caldwell is preparing to remove from said land, to another place, and has already removed from said land a considerable number of rails which had been in fencing upon and attached to said land, and, as your orator believes, and therefore charges, has removed other portions of said improvements off of said land — Your orator also verily believes, and therefore charges that it is the intention of said Caldwell to continue removing the improvements from said said land, and that he will continue to so remove them unless restrained by your Honorable court—

In tender consideration of which your orator prays that the said Caldwell be made defendant to this bill; that the People's writ of Subpoena issue for him, that he answer on his corporal oath all and singular the allegations of this Bill, and that he be enjoined and restrained from removing any portion of said improvements from said land, or otherwise committing waste upon it, untill the further order of the court, and on a final hearing of the cause, that your Honor will decree that said injunction be made perpetual, and that your Honor will grant such other and further relief as Equity may require and as in duty bound &c.

James Short

Subscribed and sworn to before me
by James Short this 27th day of
May A D 1845.

A. D. Wright Master in Chancery

State of Illinois }
} ss
County of Menard }

The Clerk of the Menard Circuit Court will upon the said James Short, entering into bond in the penalty of fifty Dollars conditioned as the law direct with John McNeal as security issue injunction as prayed for in the foregoing Bill

A. D. Wright
Master in Chancery

James Short
vs } Bill for
Injunc. & Master's order
Alex. Caldwell

Filed May 27th
1845
N. Dresser, clk

AFFIDAVIT IN THE SUIT OF SHORT VS. CALDWELL, MENARD CIRCUIT COURT, JUNE 10, 1845

(Herndon-Weik Collection)

At first glance this does not appear to be the handwriting of Lincoln, and is different in breadth of line from the bill for injunction of May 27, 1845. It is probable that Lincoln used a

broad pen point to write the injunction. The words, "sash," and "by" in the final clause, "sash, and glass, was done by said defendant or by his direct or indirect procurement," are more like the Lincoln writing in other legal papers, but despite seeming difference in the broad characters in this paper, it is definitely his handwriting. James Short signed the injunction, and Nathan Dresser attested to the swearing of the affidavit. The verso notations are from the pen of Clerk Dresser. The spelling of "affiant" as "afiant" is not an rror found frequently in the Lincoln legal papers, but a mistake that occurs twice in this affidavit. The only court entry made available shows, that on June 10, 1845, *Caldwell was ruled to show cause why an attachment should not be issued against him. Lincoln appeared as attorney for his old friend, "Uncle Jimmy" Short in this case. The day after this affidavit was filed, June* 11, 1845, *Lincoln & Herndon tried their first case in Menard county, successfully defending James Dorman, indicted for manslaughter.*

It is now known that from the Hermitage on June 6, 1845, *two days before his death, Andrew Jackson addressed to President Polk the last letter penned by him. It expressed personal regard for the President, but also warned him against threatened imprudences of his secretary of the treasury, Robert J. Walker. "Here, my son," said Jackson, as he handed it to Andrew Jackson, Jr., "read this letter; I want you to be a witness to the fact that I have warned the government against the disaster with which it is threatened—and have done my duty." But mislaid under some papers it was months before the letter was found and forwarded to the President. "Received today," Polk recorded in his diary on October* 24, 1845, *"a letter from Andrew Jackson, Jr. enclosing to me a letter from General Andrew Jackson, written . . . two days before his death . . . This letter breathes the most ardent friendship to me personally, and for the success of my Administration . . . As it is highly confidential, its contents will never be disclosed by me or with my permission. It will be preserved as a highly prized memorial of the friendship of the dying patriot, a friendship which had never for a moment been broken, from my early youth till the day of his death."*

It was on June 12, 1845 *that Abraham Lincoln read in the Sangamo Journal of the death of the man from whom he had received his first appointment to public office. And on June* 15, 1845, *General Zachary Taylor was ordered to advance into Texas*

with its western boundary as his ultimate destination—prelude to initial clashes and then war with Mexico.

James Short
vs
Alexander Caldwell
Injunction—

The complainant in this case, James Short, being first duly sworn, states on oath that since the writ of Injunction in this case was served on the defendant, the planks of the upper floors of the two houses, on the land in the Bill mentioned, and a pair of plain stairs in one of said houses, have all been removed from said houses, and as afiant believes from said land; and that afiant verily believes such removal of said planks, stairs, sash, and glass, was done by said defendant or by his direct or indirect procurement—

James Short

Taken & Subscribed before me this 10th day of June A D. 1845
Nathan Dresser ck

LETTER OF LINCOLN TO THOMAS D. MARSHALL, JUNE 20, 1845

This letter first published in Uncollected Letters of Abraham Lincoln brought together by Gilbert A. Tracy, Boston, 1917, *is silent as to politics, but shows natural concern for an unpaid fee. Later in the month, June* 28, 1845, *a letter of a different and more somber sort went from Andrew Jackson Donelson to General Zachary Taylor. Donelson, answering an inquiry, reported that all branches of the Texan government had assented to annexation, that the convention would do so on the fourth of July, and that "an invasion of Texas may be confidently anticipated."*

News of more hopeful portent: if Abraham Lincoln had access to Niles' Register he may have read in one of the July issues of that journal a letter written from Prairie du Chien on June 20, 1845 *in which Asa Whitney, dreamer of far-reaching dreams, described his project to build a railroad from Lake Michigan to the Pacific—a project which in the fulness of time and in altered form was to be one of the abiding achievements of Lincoln's first years as President.*

Springfield, June 20, 1845.

Dear Sam: I have wondered very much why you never wrote

me concerning the Dorman & Lane case since I wrote you, as to the decision of it in the supreme court. I learn this morning at the clerk's office, that Lane has not, as yet, taken out the order remanding it; and I think it possible, he may have abandoned it. You, perhaps, know his intention. The case of Gatewood vs. Wood & Wood—has that been settled? or how stands it?

At the request of Mr. Eddy, I attended a case in the Supreme Court of Rawlings against Field, your father, Mr. Eddy & some others, and got the judgment reversed. This was no business of yours, and I now only ask, as a favor of you, that if Mr. Eddy is well, you say to him I would like to have the little fee in the case, if convenient.

Please write me on the receipt of this.

Yours forever

A. Lincoln.

Mr. Samuel Marshall

CHAPTER X

LINCOLN IN THE YEAR 1845 (CONCLUDED) DECLARATION IN THE SUIT OF WATSON VS. MULLEN, SANGAMON CIRCUIT COURT, JULY 5, 1845

(Herndon-Weik Collection)

Although Herndon penned most of this declaration, there are a few changes in the handwriting of Lincoln. In the phrase, "supposed or pretended Larceny," he crossed out the word, "and" which was used at first, and substituted "or." He did the same thing in the second usage of the phrase. In the clause, "had got out a states warrant and followed him (meaning plaintiff,)" Lincoln wrote in the "(meaning plaintiff)." In the last paragraph, he wrote in the word "words," in the phrase, "the false scandalous and defamatory words following," having crossed out the "words" penned by Herndon, which came after the word "following." The citation on the cover, "Watson vs. Mullen Declaration" was penned by Lincoln. A study of the Herndon misspelling in this declaration will reveal that Lincoln was a better speller than his more formally schooled partner. No court records have been made available for this case. The declaration of Lincoln & Herndon was filed on the morrow of an eventful day for on July 4 a Texan convention assembled for the purpose, formally organized and without dissent voted to enter the Union. Then by another vote the members of the convention agreed to wear crepe for a month in memory of General Jackson, after which they set to work on a task that was to occupy them until the last days of August—the drafting of a constitution for the new state of Texas.

Of the July Term of the circuit court of
Sangamon County A. D. 1845.

State of Illinois }
Sangamon County } s s.

William Watson, plaintiff complains of John Mullen defendant, being in custody &c of a plea of trespass on the case

For that whereas the said plaintiff now is a good, true and honest just and faithful citizen of this state and as such hath always behaved and conducted himself and until the commit-

ting of the Several grievances by the said defendant, as hereinafter mentioned, was always reputed, esteemed, and accepted, by and amongst other good and worthy citizens of this state to whom he was in any wise known, to be a person of good name, fame and credit. To wit, at the state and county aforesaid And whereas also the said plaintiff hath not ever been guilty, or, untill, the time of committing of the said several grievances by the said defendant, as hereinafter, mentioned, been suspected to have been guilty of Larceny as hereafter stated to have been charged upon and imputed to said plaintiff or of any other such crime. By means of which such premises the said plaintiff before the committing of several grievances by said defendant as hereafter mentioned had deservedly obtained the good opinion and credit of all his neighbors and other good and worthy citizens of this state to Whom he was in anywise known, To Wit at the State and county aforesaid. Yet the said defendant well knowing the premises but greatly envying the happy state and condition of said plaintiff and contriving and wickedly and maliciously intending to injure the said plaintiff in his said good name fame and credit and to bring him into public scandal, infamy and disgrace with and amongst all his neighbors and good and worthy citizens of this state and to cause it to be suspected and believed by those neighbors and citizens, that the said plaintiff had been guilty of Larceny as hereafter stated to have been charged upon and imputed to him and to subject him to pains and penalties by laws of this state made and provided against and inflicted upon persons guilty thereof and to vex, haras, and, oppress and impoverish and wholy ruin him heretofore To Wit on the fifteenth day of April in the Year of our Lord one thousand eight hundred forty five, at the county and state aforesaid in a certain discourse which the said defendant then and there had of and concerning the said plaintiff in the presence and hearing of divers good and worthy citizens of this state and then and there in the presence and hearing of said last mentioned citizens, falsely and maliciously spoke and published of and concerning the said plaintiff and of and concerning a certain supposed or pretended *Larceny,* the false scandalous, malicious and defamatory words; following, that is to say "He" (meaning the plaintiff) "has my" (meaning defendants) "money and if I" (mean ing defendant) "had got out a states warrant and followed him (meaning plaintiff) "to Iowa, I" (meaning defendant) "would have got my" (meaning defendant's) "money," And afterwards To Wit on the

day and year aforesaid at the County and State aforesaid in a certain other discourse which the defendant then and there had in the presence of divers other good and worthy citizens of this state, the said defendant, further contriving and intending as aforesaid, then and there, in presence and hearing of the last mentioned citizens, falsely and maliciously spoke and published of and concerning the said plaintiff and of and concerning a certain supposed or pretended *Larceny,* the false scandalous and defamatory words following To Wit. "He" (meaning the plaintiff) has stolen "my" (meaning defendant's) "money and if I" (meaning defendant) "had got out a writ and followed him (meaning plaintiff) on his (meaning plaintiff's) journey, I" (meaning defendant) "would have got my" (meaning defendant's) "money." By means of the committing of which several grievances by said defendant as aforesaid, the said plaintiff hath been and is greatly injured in his good name, fame and credit and brought into public scandal, infamy and disgrace with and amongst all his neighbors and other worthy good citizens of this state. And also by means of the premises, the said plaintiff hath been and is otherwise greatly injured and damnified. To Wit at the county and state aforesaid. To the damage of the said plaintiff of Five Hundred Dollars and therefore he brings his suit &c

Lincoln & Herndon P. Q.

Watson
vs } Declaration
Mullen
Filed July 5th
1845
J Calhoun
Clerk

DECLARATION IN THE SUIT OF LOGAN & LINCOLN VS. SMITH, SANGAMON CIRCUIT COURT, JULY 17, 1845

(Herndon-Weik Collection).

This declaration was drawn by Lincoln. He also penned the cover notation, but a clerk wrote the date of filing. The defendant, James D. Smith, filed his plea on November 11, 1845, *and eight days later, the court awarded Logan & Lincoln a judg-*

ment of $100.00—*half the amount sued for. This suit stemmed from the murder case of the Trailor brothers, in which it was shown that the supposedly dead man, Archibald Fisher, was alive. Such evidence broke the case, and the Trailor brothers were acquitted. Although Lincoln had put his best efforts into the defense of the Trailors, paying part of the expenses from his own pocket, he waited four years for payment of his modest fee before bringing suit against Smith, executor of the will of William Trailor. See article by Gibson W. Harris in the Spectator of Columbia, Kentucky, January* 27, 1905.

Of the July term of the Sangamon circuit court, A. D. 1845—

State of Illinois }
Sangamon county } ss

Stephen T. Logan and Abraham Lincoln, late doing business under the style and firm name of Logan & Lincoln, plaintiffs, complain of James D. Smith executor of the last will and testament of William Trailor deceased, being in custody &c. of a plea of trespass on the case on promises: For that whereas the said Trailor deceased, in his life-time, towit on the day of in the year of our Lord one thousand, eight hundred and fortyone, at the county aforesaid was indebted to the said plaintiffs in the sum of one hundred dollars, for the work and labour, care, diligence, and attendance of the said plaintiffs before that time done, performed, and bestowed, as the attorneys and solicitors of and for the said Trailor, and upon his retainer, and at his special instance and request in and about the prosecuting, defending, and soliciting of divers causes, suits and business for the said Trailor, and for fees due, and of right payable to the said plaintiffs in respect thereof; and being so indebted, he the said Trailor, in consideration thereof, afterwards, towit, on the day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiffs to pay them the said sum of money, when he should be thereunto afterwards requested—

Yet the said Trailor in his life-time, and the said defendant, as executor as aforesaid, since the death of the said Trailor, (although often requested so to do,) have not, nor either of them, paid the said sum of money to the said plaintiffs, but so to do have hitherto wholly neglected and refused.

To the damage of the said plaintiffs of two hundred dollars, and therefore they bring their suit &c. And the plaintiffs aver that they and each of them, reside in the said county of Sangamon, and that the aforesaid cause of action accrued in said county of Sangamon—

(Acct sued on)

1841— Estate of William Trailor deceased
To Logan & Lincoln Dr.
For defending said Trailor against a charge
of murdering one Fisher— $100—00

Logan & Lincoln
vs
Smith, adm
Filed July 17th 1845
J. Calhoun
Clerk

DECLARATION AND PRAECIPE IN THE SUIT OF LOGAN & LINCOLN VS. ATCHISON, SANGAMON CIRCUIT COURT, JULY 18, 1845

(Herndon-Weik Collection)

This declaration, praecipe and cover notations were drawn by Lincoln with few exceptions. The letters "S. S." do not seem characteristic of the Lincoln hand, and in the first use of the words, "attorneys and solicitors," the letter "s" in "attorneys" appears to have been penned by another hand than that of Lincoln. John Atchison was ruled to plead in this case upon July 28, 1845, *and the following day a jury awarded Logan & Lincoln damages of* $100. *The decision was handed down about one half year after the dissolution of the partnership of Logan & Lincoln. This was one of several cases in which Lincoln was the plaintiff, a fact brought out by Townsend in his Lincoln the Litigant (Boston,* 1925). *Townsend cites the case as Logan & Lincoln vs. John Atchison. Although the case has been cited at times as Logan & Lincoln vs. Atkinson, Lincoln distinctly wrote Atchison upon every occasion upon which he used it in this document.*

Of the July term of the Sangamon circuit court, in the year A. D. 1845—

State of Illinois } ss.
Sangamon county }

Stephen T. Logan and Abraham Lincoln, late doing busi-

ness under the style and firm name of Logan & Lincoln, plaintiffs, complain of John Atchison defendant, in custody &c. of a plea of trespass on the case upon promises— For that whereas the said defendant, heretofore, towit, on the first day of January in the year of our Lord one thousand, eight hundred and fortyfive, at the county aforesaid, was indebted to the said plaintiffs in the sum of one hundred dollars for the work and labour, care and diligence and attendance of the said plaintiffs, by the said plaintiffs before that time done, performed, and bestowed, as the attorney and solicitors of and for the said defendant, and upon his retainer, in and about the prosecuting, defending, and soliciting of divers causes, suits and business for the said defendant, and for fees due, and of right payable to the said plaintiffs in respect thereof, and being so indebted, he the said defendant, in consideration thereof, afterwards towit, on the day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said plaintiffs to pay them the said sum of one hundred dollars aforesaid, when he should be thereunto afterwards requested—

And whereas also afterwards towit on the day and year aforesaid, at the county aforesaid, in consideration that the said plaintiffs, at the special instance and request of the said defendant, had before that time, done, performed, bestowed, and given, other work and labour, care diligence and attendance, as the attorneys and solicitors of and for the said defendant and upon his retainer, in and about the prosecuting, defending and soliciting divers other causes suits and business for the said defendant, he, the said defendant undertook, and then and there faithfully promised the said plaintiffs to pay them so much as they reasonably deserved to have for their work and labour, care diligence and attendance, last aforesaid, when he the said defendant should be there thereunto afterwards requested; and the plaintiffs aver that they reasonably deserve to have therefor the further sum of one hundred dollars—

And the plaintiffs aver that they reside in the said county of Sangamon, and that the causes of action in both the foregoing counts mentioned accrued in said county of Sangamon—

Yet the said defendant (although often requested sotodo) has not as yet paid to the said plaintiffs the said sums of money above specified, or either of them or any part thereof, but so to do has hitherto wholly neglected and refused, and still does neglect and refuse— To the damage of the said

plaintiffs of two hundred and fifty dollars, and therefore they bring their suit &c.

Logan & Lincoln p. q.

John Atchison

To Logan & Lincoln Dr

To services in U. S. Court— $ 100—00

To other services in same court $ 100—00

Stephen T. Logan and Abraham Lincoln late doing business under the style and firm name of Logan & Lincoln vs John Atchison } Trespass on the case on promises— Damage $ 250—00

The clerk of the Sangamon circuit court will please issue a summons in the above entitled cause directed to the Sheriff of Jo.. Daviess—

Logan & Lincoln

vs } Dec. & Precipe

John Atchison

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filed July 18th
1845
J Calhoun
Clk.

AFFIDAVIT IN THE SUIT OF BROWN ET AL VS. HARLAN, SANGAMON CIRCUIT COURT, JULY 29, 1845

(Herndon-Weik Collection)

This affidavit was drawn by Lincoln, but signed by Brown. The notice of the taking of the affidavit, and the cover notations were penned by the court clerks. The letters, "D.C.", written after the name of Thomas Davis, stands for deputy clerk. As this case came first to the Scott circuit court, it seems that the bill in chancery was filed with that court. There is no such document in the Herndon-Weik Collection, which makes it difficult to place the cause for bringing the suit. Little light is thrown on the matter by the records of the Sangamon circuit court except that an injunction was granted before July 29, 1845.

At the hearing of the case before that court, Lincoln & Hern-

don with John P. Jordan as co-counsel, represented the plaintiffs, Brown et al. As this case was from Scott county, it seems probable that the attorneys for Harlan et al were William H. Brown and D. A. Smith. Brown, was a partner of Richard Yates at Jacksonville and well known to Lincoln who corresponded with him on matters of politics and law.

The records of the Sangamon circuit court begin with the filing of the affidavit by Brown. On July 30, 1845, *the defendant entered a motion to dissolve the injunction and the alias writ of assistance. The court denied motion to dissolve, and the cause was continued from August* 11, 1845, *when the defendant Humphries was given leave to file his answer, and the plaintiff was ruled to make replication to the answer of Humphries. On March* 24, 1846, *the deposition of Samuel Brown was excluded, but the court set this order aside on the following day, and took time to consider the case. It was decided on March* 26, 1846, *when the court dissolved the injunction, and the plaintiff's bill was dismissed at his costs. At this time an alias writ of possession and assistance was ordered to issue to the sheriff of Scott county. The writ of assistance means that the court issued an order to the sheriff to enforce its decree, especially as to the possession of land. The alias writ means a second writ or order, a first writ having been issued in the suit.*

War with Mexico was drawing nearer during the mid-summer of 1845; *but a letter on July* 28 *addressed by Polk to A. O. P. Nicholson, one of his Tennessee friends, made it clear that the President still looked upon the sending of military and naval forces to the Texas frontier as a defensive maneuver, having only beneficial results in mind. "I do not.. anticipate," he wrote, "that Mexico will be mad enough to declare war. I think she would have done so but for the appearance of a strong naval force in the Gulf and our army moving in the direction of her frontier on land." Two days later Marcy wrote Taylor that, while the President desired to avoid acts that might lead to war, it was also his wish that at least a part of the American forces be stationed west of the Nueces as precautionary notice to Mexico that the United States was prepared at all hazards to protect Texas to the Rio Grande. This gesture, however, was to have without delay a very different issue from the one contemplated by Polk, likewise affording Abraham Lincoln material for the anti-war speeches he would presently deliver in Congress.*

State of Illinois } s s
Sangamon county }

William M. Brown, one of the complainants in a certain suit in chancery pending in the circuit court of the county aforesaid, brought into said court by a change of venire from the circuit court of Scott county, and in which suit this affiant and John S. Brown, and Samuel T. Brown are complainants, and Martin Humphreys and others are defendants, being first duly sworn states on oath that the said defendant, Humphreys, has gone and resides out of the State of Illinois

William M Brown

Subscribed & Sworn to before me
this 29th day of July A D 1845

J. Calhoun Clerk
pr Thos Davis D. C.

Jno. S. Brown et al
vs. } affidavit
Levi Harlan et al

Filed July 29th
1845
J. Calhoun
Clerk

PLEA OF DEFENDANTS DRAWN BY LINCOLN IN THE SUIT OF MILLER VS. BEATTY, SANGAMON CIRCUIT COURT, JULY 30, 1845

This suit in which Lincoln & Herndon appeared for the defendants was filed on July 30, 1845. *On August* 6 *the case came to trial and a jury found Beatty and his wife guilty, assessing charges for the defendants at* $45.00. *It was also on July* 30 *that Lincoln & Herndon secured a verdict of* $156.46 *for their client in Thompson vs. Rowell & Nightingale, a damage suit regarding which the court records fail to furnish details.*

In the Sangamon Circuit Court
July term A. D. 1845—

Jonathan Miller & Susan Miller ads. William Beaty & Martha Ann Beaty	Case, in Slander

And the said defendants come and defend the wrong and injury, when, where &c. and say the said Susan is not guilty, in manner and form as the said plaintiffs, in their said declaration have alleged; and of this, they, the said defendants, put themselves upon the country &c.

Lincoln & Herndon p.d.

And for further plea in this behalf the said defendants (now disclaiming all intention of affirming the truth of the supposed slanderous words in the said declaration mentioned) say plaintiffs *actio non,* because they say that at time of the supposed speaking of the supposed slanderous words in the said declaration mentioned, by the said Susan, she, the said Susan did speak the said words, in the connection following, and not otherwise, that is to say: "I" (the said Susan meaning) "have understood that Mrs. Beaty" (the said Martha Ann, meaning) "and Dr. Sulivan were seen together in Beaty's" (the said William's, meaning) "stable, one morning, very early, in the very act—" "It certainly is a fact"—"Jo Shepherd can prove it by two respectable witnesses" "Mrs. Beaty" (the said Martha Ann meaning) "and Dr. Sulivan were seen in the very act—" "They" (the said Martha Ann, and the said Dr. Sulivan, meaning) "were caught in the very act"—"Old Mr. Vandegrift" (one Thomas Vandegrift, meaning, and the said Thomas, by the hearers, then and there being understood to be meant) "told Mr. Miller" (the said Jonathan meaning) "so at the tan-yard"—

And the said defendants aver, that before the speaking of the words as aforesaid, to wit on the day of May, A. D. 1845, at the county aforesaid, the said Thomas Vandegrift did speak and tell said words as aforesaid to the said Jonathan—and so the said defendants say that she, the said Susan did speak the said words in the said declaration mentioned, as lawfully she might, for the cause aforesaid. And this the said defendants are ready to verify; wherefore they pray judgment &c.

Lincoln & Herndon p.d.

General Replication & joinder to be written out if necessary—

Baker & Matheny Logan, Lincoln & Herndon.

And for further plea in this behalf the said defendants (now disclaiming all intention of affirming the truth of the supposed slanderous words in the said declaration mentioned) say plaintiffs *actio non,* because they say that at the time of the supposed speaking of the supposed slanderous words in the said declaration mentioned, by the said Susan, she, the said Susan, did speak words in the connection following, that is to say: "I" (the said Susan meaning) "have understood that Dr. Sulivan and Mrs. Beaty" (the said Martha Ann meaning) "were caught in the very act at or in the stable by Esqr. Shepherd" "Mr. Vandegrift" (meaning one Thomas Vandegrift, and being by the hearers then and there understood to mean the said Thomas) "told Mr. Miller" (the said Jonathan meaning) "so at the tan-yard"—

And the defendants aver that before the speaking of the words as aforesaid, by the said Susan, to wit, on the day of May A. D. 1845, at the county aforesaid, the said Thomas Vandegrift did speak and tell the said words as aforesaid to the said Jonathan— And so the defendants say that the said Susan did speak the said words as lawfully she might, for the cause aforesaid— And this the said defendants are ready to verify; wherefore they pray judgment &c.

Lincoln & Herndon p.d.

Filed: July 30th 1845

AFFIDAVIT IN THE SUIT OF TRAILOR VS. HILL, SANGAMON CIRCUIT COURT, JULY 31, 1845

(Herndon-Weik Collection)

This affidavit was drawn by Lincoln and signed by Hill. The attesting of the swearing in of the document was penned by Deputy Clerk Davis, while Clerk Calhoun penned the cover notations. The day this affidavit was filed it was ordered on motion that an execution issue forthwith for costs. For a history of the case the reader should turn to the note to the document for November 30, 1842.

State of Illinois }
Sangamon county } s s.

Leroy L. Hill, the defendant in a certain suit in chancery in the circuit court of the county aforesaid, wherein Joel Trailor was Complainant, and in which a decree has been made in favour of affiant for costs, being first duly sworn, states on oath, that said costs will be in great danger of being

wholly lost to affiant unless an execution be issued forthwith—

Leroy L Hill

Subscribed & Sworn to
before me this 31st day of
July 1845

J Calhoun ck
pr Thos Davis D. C.

Trailor
vs
Hill
} Affidavit

Filed July 31, 1845

J Calhoun
Clerk.

COURT ORDER IN THE SUIT OF LATHAM VS. LATHAM, SANGAMON CIRCUIT COURT, AUGUST, 1845

(Herndon-Weik Collection)

This court order is from the pen of Lincoln with a few exceptions. The interlined words, "all right title and interest which said Lathham had at his death in and to," appear to be in the handwriting of Herndon. Lincoln had written the words, "the unimproved half," after the clause, "that the said Petitioner sell," but they were crossed out, and replaced by the words from Herndon's pen. There are several words following the phrase, "in said Petition," but these are interlineations which have been crossed out. They are almost impossible to read, and have been omitted for that reason. The decree of the court is placed as of August, 1845, *for Lincoln made answer as guardian ad litem to the minor heirs on the fifth day of August. The phrase, "ex parte," signifies one of two things, that the petition was filed in the absence of the other party to the case, or without notice to other parties, or that it was filed in the interest of one party to the case.*

There were many things aside from the law to command the interest and attention of Abraham Lincoln in the August days of 1845. *American relations with Mexico took on a grimmer phase, and on August* 6 *General Taylor was authorized to call upon Texas for additional troops to be "received into the service of the United States when actually required in the field to repel invasion, actual or menaced, and not before," while on August* 7, *the editor*

of the Whig National Intelligencer, perhaps sensing what was behind the scenes, expressed fear that the President was about to make war upon Mexico. "It is.. "apparent," he declared, "that the Executive has granted the occupation of everything up to the Rio Grande, which .. is nothing short .. of an occupation of Mexico." .. Should it prove that the President had gone this additional length, he "will be making war in the full sense of the word, on his own authority, and beyond all plea of need"—a contention which in 1848 *was to inspire Lincoln's House speeches against Polk.*

Upon August 23 *and again upon August* 30 *Secretary Marcy warned General Taylor that there was reason to believe that Mexico was preparing to invade Texas, and that in such case, in order to protect Texas, he was authorized to cross the Rio Grande and take Matamoras and other places. Between these significant dates, the Oregon question was again before Polk's Cabinet, and, as a result of its discussion, upon August* 25 *the President began his now famous Diary, setting forth in its first pages the circumstances under which he commenced it. The Cabinet's discussion of the Oregon problem he at once reduced to writing. Then, reflecting upon what he had written, he resolved to open a diary and continue his plans. So with this purpose in view he procured a blank book and began a series of daily entries which in the end ran to twenty-four volumes. These in* 1887 *were entrusted by Polk's widow to George Bancroft, and after his death were purchased by the Lenox Library of New York City. Since* 1910 *they have been available in printed form, a treasure-house for every student of a period when events that were to shape a nation's future were in the making. "Polk's character," wrote George Bancroft in venerable age, "shines out in these pages just exactly as the man was—prudent, far-sighted, bold, exceeding any Democrat of his day in his undeviatingly correct exposition of Democratic principles." Abraham Lincoln never read Polk's Diary, but had he done so in the light of his own problems as President, no doubt in substance he would have approved Bancroft's estimate of a man he had opposed with for a time, disastrous personal consequences. Be it noted also that only two other Presidents have kept journals while in office—John Quincy Adams and Rutherford B. Hayes, who, like Polk, was to announce at the beginning of his term that he would not be a candidate for reelection.*

Two other events of August, 1845, *had present or future in-*

terest for Lincoln. In its issue of August 9 Niles' Register printed the first of four articles describing the western expedition in 1842 and 1844 of John C. Fremont, who in a later time was to prove a fly in the ointment for the first Republican President. And upon August 18 Cassius M. Clay moved his press to Ohio and in his True American continued his long fight against slavery, which shortly was to be interrupted by services as an officer in the war with Mexico.

Exparte, Catharine Latham guardian of Mary E. Latham Julia M. Latham, William H. Latham, George C. Latham & Philip C. Latham minor heirs of Philip C. Latham, deceased	On Petition to sell Real Estate

This day came the Petitioner, & filed her Petition herein, in writing and it appearing to the satisfaction of the court, that due notice to all persons concerned, of this application, has been given by publication in the Sangamo Journal a public newspaper printed in this state, and the court being also satisfied that the allegations of said Petition are true. It is therefore ordered by the court , that the said Petitioner sell all the right title and interest which said Latham had at his death in and to the real estate in said Petition described to wit: (Here insert the discription as in the Petition) that said sale be made on the 24th day of December next in Springfield Illinois; that said sale be at public vendue, and on a credit of twelve months

That previous to such sale. said petitioner shall give public notice of the time and place of said sale, discribing the property to be sold, by posting up written notices thereof, at least twenty days previous to said sale, as follows, to wit: one at the door of the State House in Springfield in Sangamon county, one at the door of the court house in Tazewell county, and one at the door of the court house in Logan county; that she make conveyances to purchasers, and take bonds and ample security, to secure the purchase money, and that she report her proceedings herein to this court—

DECLARATION, PRAECIPE AND PLEA IN THE SUIT OF ECCLES VS. TRUE ET AL, COLES CIRCUIT COURT, SEPTEMBER 1 AND 7, 1845

(Herndon-Weik Collection)

This declaration and praecipe were penned by Lincoln, with one or two exceptions. In the phrase, "first of December," the words, "first" and "December" were not penned by him, and he did not write the words, "forty three," in the phrase, "eighteen hundred and forty three." These words appear to be in the handwriting of Attorney Dunbar. The cover notations are from the pen of Lincoln, while the date of filing is from the hand of the clerk. Attorney Dunbar seems to have penned the names of Lincoln, Thomas, Linder and Dunbar at the bottom of the cover. A slight change from the wording of the Lincoln legal documents for 1837-1842 *appears in this paper Phrases such as "section numbered twenty eight," "township numbered twelve," and "range numbered eight," are not evident in the earlier documents. It may be that Lincoln sought to give more clarity of meaning by use of such phrases. The Latin phrase, "Trespass quare clausum fregit," is translated as "because he has broken into the close." It is an action brought to recover damages for injuries to real estate caused by entry without right, but not by force. The use of Latin words and phrases in the Lincoln legal papers may serve to cast doubt upon the entertaining tale that he said he knew little Latin. This much is evident: Lincoln knew the legal Latin of his day.*

Jesse B. Thomas, co-counsel with Lincoln for the plaintiff, Eccles, has had previous introduction in these pages, as has Usher F. Linder of Coles county. Linder and Alexander P. Dunbar of Coles county represented the defendants, True et al. This case was heard on appeal from a justice of the peace court. Court records show that a motion was made on October 15, 1845, *by the defendant to have the suit dismissed on the ground that the plaintiff had failed to file a bond for costs. The court listened to the argument and dismissed the suit, thus sustaining the motion of the defendant, and reversing the decision of the justice of the peace court. Although the declaration was filed in September,* 1845 *and addressed to the October,* 1845 *term of the court, it is possible that for some reason, the court handed down no ruling until October,* 1846. *There is record of the Coles circuit court convening for the October term of* 1845 *on October* 20, 1845.

The plea here reproduced is from the pen of Ficklin or Marshall while the cover notations, with exception of filing, are by Ficklin and Marshall. Lincoln contributed a brief form reply to the plea, in his words, "And the plaintiff doth the like." He then signed, "Dunbar, Linder, & Lincoln p. q—" The history of this case will be found in the footnotes to the declaration and praecipe of September 1, 1845.

In the circuit court of Coles county,
of the October term A. D. 1845

State of Illinois } ss
Coles county }

Henry Eccles, plaintiff, complains of James Milton True, Edward W. True, and Simeon W.. True, defendants, being in custody &c. of a plea of trespass: For that the said defendants, on the first day of December in the year of our Lord one thousand, eight hundred and forty three and on divers other days and times between that day and the day of the bringing of this suit, with force and arms &c. [broke] and entered a certain close of the said plaintiff, called the North East quarter of the North West quarter of Section numbered twentyeight, in Township numbered twelve North of Range numbered Eight East of the Third Principal Meridian, situate and being in the county of Coles aforesaid, and then and there pulled down and destroyed divers buildings, towit, one dwelling house, one stable, one corn crib, and one out-house, of the said plaintiff, of great value to wit of the value of one hundred dollars, and then and there took and carried away off and from said close, the materials of the buildings aforesaid, and converted and disposed of them to their own use; and also then and there cut felled, and destroyed the trees, towit, one hundred trees of the said plaintiff of great value to wit of the value of one hundred dollars, and then and there took and carried away off and from said close, the materials of the trees aforesaid and then and there converted and disposed of them to their own use; and also then and there took and carried away off and from the said close, other the the trees, towit one hundred trees, of the said plaintiff, of great value towit of the value of one hundred dollars, and then and there converted and disposed of the same to their own use; and also then and there broke down and destroyed the fencing, towit one thousand pannels of fencing, of the said plaintiff of great value towit of the value of one hundred dollars, and then

and there took and carried away off and from said close, the rails and materials of said fencing and then and there converted and disposed of the same to their own use; and also then and there took and carried away off and from the said close other the rails, to wit, five thousand rails, of the said plaintiff, of great value towit of the value of one hundred dollars, and then and there converted and disposed of the same to their own use—and other wrongs to the said plaintiff then and there did to the great damage of the said plaintiff— Wherefore the said plaintiff says that he is injured and has sustained damage to the amount of five hundred dollars and therefore he brings his suit &c.

Linder & Dunbar Lincoln p. q

Henry Eccles
vs.
James Milton True
Edward W. True &
Simeon W. True

Trespass *quare clausum fregit*
Damage $ 500—00

The clerk of the coles county circuit court will issue process in the above case—

Lincoln p. q

Henry Eccles
vs
True & others

Declaration and
Precipe—

Filed Sept. 1st. 1845
N. Ellington Clk
Lincoln & Thomas
Linder & Dunbar—

Coles Circuit Court
October Term 1845

James M True & al
ats
Henry Eccles

And the said defendants come & defend the wrong & injury when &c. and say that they are not guilty of of the said trespasses

in Plaintiffs declaration mentioned in manner & form as the same are thereof complained against them, & of this they put themselves upon the country &c.

Ficklin & Marshall
Attys for Defts

And the plaintiff doth the like—

Dunbar, Linder, & Lincoln p. q—

The Plaintiff will take notice that upon the trial of the above mentioned cause, the defendant will give in evidence & rely for his defence upon the following facts to wit. The absence of a sufficient Legal title in the Plaintiff to maintain his suit— Title in Joseph T. Eccles & Robert & Angelina G. Blackwell, together with the Plaintiff. Title in the defendant James M True. License from the Plaintiff under written contract. Possession of the premises in Alfred Hill—

Ficklin & Marshall
attys for Defts

James M True et al
ats
Henry Eccles

Filed Sept. 7th. 1845

RECEIPTS OF WARRANTS FOR DENNING AND WILSON, SEPTEMBER 22, 1845

Abraham Lincoln signed the names of James Gray to the first document, and then wrote, "per A.. Lincoln," to complete his contribution to it. He also signed the name of E. B. Webb, fellow attorney, and wrote "per A.. Lincoln" at the end of the second receipt. These are from Lincoln National Life Foundation photostats. The day upon which these receipts were executed an anti-slavery mass meeting "to consider the encroachments of the Slave Power" was held in Concord, Massachusetts. One of the speakers at this meeting was William Lloyd Garrison, who, seeking to put into effect, his doctrine of action, demanded of his hearers, but without results: "Are we prepared to stand by the cause of God and Liberty, and have no union with slaveholders?" Six days earlier, September 16, *as Polk recorded in his diary, word having been received of another threatened revolution and change of rulers in Mexico, it had been decided by the President and his cabinet to attempt to reopen diplomatic*

relations with that country. Because he spoke the Spanish language and was otherwise qualified, it had been also agreed that, a profound secret for the moment, the new minister to Mexico should be John Slidell of New Orleans, the same Slidell whose capture sixteen years later when on his way to England as a Confederate envoy was to put to the test the ability of another President, to solve difficult and unexpected problems.

$30-00 No. 11872

Received of the Auditor Warrant on the Treasurer of the State of Illinois for *Thirty— dollars and— cents,* in part for salary of Wm. A. Denning as states atty of the 3d circt. for qu. ending Sept. 30 1845

Springfield James Gray
Sept. 22/ 45 per A.. Lincoln

$20-00/100 No. 11871

Received of the Auditor Warrant on the Treasurer of the State of Illinois for *Twenty—dollars and—cents,* in part for the salary of Wm. Wilson as Chief Justice of the Supreme Court for qr ending June 30, 1845

Springfield E. B. Webb
Sept. 22/ 45 per A.. Lincoln

PLEAS IN THE SUIT OF FROST VS. GILLENWATER, COLES CIRCUIT COURT, OCTOBER 8, 1845

(Herndon-Weik Collection)

Lincoln drew the pleas in this case. The first was begun with the words, "Wesley Gillenwater ads William Frost," and was concluded with the signature, "Marshall & Lincoln p.d." The second plea began with the phrase, "And for further plea in this behalf," and ended with the signature, "Marshall & Lincoln p d." The third plea began with the same phrase as used in the second, and concluded with the signature, "Marshall & Lincoln p.d." The answer, "And the Plff doth the like. Ficklin & Linder," seems to have come from the pen of Orlando Ficklin. Samuel D. Marshall of Shawneetown was co-counsel with Lincoln. He and Lincoln tried many cases together, and correspondence between them was frequent in regard to legal matters. The court record reveals that this case was an action in slander, and that the defendant filed his demurrer on October 8, 1845, when he denied that he had spoken the slanderous words attri-

buted to him, and said that he believed the plaintiff to be a man "of bright character." The case was dismissed by agreement.

Three incidents all falling upon October 4, 1845, *four days before pleas were filed in the suit of Frost vs. Gillenwater, lent interest and variety to what was to prove a fateful month. General Taylor writing from Texas to the adjutant-general in Washington advised a movement to the Rio Grande without further delay. "Our strength and state of preparation," he declared, "should be displayed in a manner not to be mistaken." It was also upon October* 4 *that Niles' Register announced that Robert Owen, a reformer then and later regarded with friendly tolerance by Lincoln, had called a "world's convention" to meet in New York. "Whether Mr. Owen," commented the editor, "has got hold of the secret yet of putting society in tune and keeping it so, is the question. He seems really to think he has, and that of itself is the occasion of some skepticism." Finally, and of more immediate moment, the Christian Register upon October* 4 *printed a protest against slavery signed by* 173 *Unitarian ministers. "We pledge ourselves, before God and our brethren," concluded the protest, "never to be weary of laboring in the cause of human rights and freedom until slavery be abolished and every slave made free." Among the names attached to this document were William Henry Channing, James Freeman Clarke, John Pierpont and Theodore Parker, with all of whom in the years ahead Lincoln at first or second hand was to have friendly and now and again helpful contact.*

Wesley Gillenwater
ads
William Frost

In case—

And the said defendant comes and defends the wrong and injury when where &c. and says he is not guilty in manner and form as the said plaintinff in his said declaration has alleged, and of this he puts himself upon the country &c.

Marshall & Lincoln p. d

And the Plff doth the like.

Ficklin & Linder
for Plff

And for further plea in this behalf, the said defendant says he is not guilty in manner and form as in the said declara-

tion alleged, at any time within one year before the bringing of this suit, and of this he puts himself upon the country &c.

Marshall & Lincoln p d

And the Plff doth the like

Ficklin & Linder for Plff

And for further plea in this behalf, the said defendant says he is not guilty in manner and form as in the said declaration alleged, at any time within six months before the bringing of this suit and of this he puts himself upon the country &c.

Marshall & Lincoln p. d.

To the third plea a demurrer, & sustainer to said plea and over ruled as to the declaration

Gillenwater
ads } Pleas—
Frost

Filed Octr. 8th. 1845
N. Ellington Clk

REPORT OF COMMISSIONERS IN THE SUIT OF CLARK ET AL VS. TROTTER ET AL, SANGAMON CIRCUIT COURT, OCTOBER 24, 1845

(Herndon-Weik Collection)

This report was submitted by David Spear, and signed in his hand, but it was drawn by Lincoln, who also penned the cover notations with the exception of the date of filing. Commissioner David Spear was a member of the Springfield drug firm of D. & I. P. Spear, and a gentleman for whom Lincoln handled several cases at law. As will be noticed, there is reference to the payment of fees to Logan & Lincoln, but it is difficult to discover which party they represented in this case. No court records of it have been made available, and it is possible that none exist. The report of Spear reveals the fact that a petition for sale of the lands of James K. Trotter had been presented, but the reason for the sale is not given. George Trotter will be remembered as one of the principals in Trotter vs. Thomas, and Trotter vs. Arnold. Lincoln represented Trotter in both cases.

RELEASE OF JUDGMENT BY LINCOLN, OCTOBER 24, 1845

Morgan county was not a part of the judicial circuit to which in the main Lincoln confined his labors as a lawyer but now and then he practiced in that county as is shown by the release of judgment here given in reproduction. A photostat of the original is in the Illinois State Historical Library. Dr. Francis Regnier was a friend of Lincoln dating back to his New Salem days and the latter had served as attorney for the plaintiff in the suit of Cabot vs. Regnier in the Morgan circuit court earlier in 1844.

The day Lincoln gave this receipt to Dr. Regnier in Washington President Polk conferred with Thomas H. Benton regarding Oregon and California about both of which the Missouri senator, as was his custom, held positive and individual views. The two men found themselves in substantial accord as to what should be done about Oregon, and they agreed, the President records in his diary, that no foreign power should be permitted to plant a colony in California, then regarded by Great Britain with wishful eyes. No doubt Benton was told that a week earlier Secretary Buchanan had written Thomas O. Larkin, consul at Monterey and Polk's confidential agent, that no discreet opportunity should or would be neglected to make California a part of the Union, while Secretary Bancroft had confirmed previous orders to Commodore John D. Sloat, in command of naval forces on the Pacific, to seize San Francisco and blockade other ports, should he "ascertain with certainty" that Mexico had declared war against the United States. The low voiced man in the White House knew what he wanted and was on the way to secure it.

For and in consideration of the sum of twenty five dollars received of Francis Regnier, I do hereby transfer and release to said Regnier all my right, title and interest in and to a judgment obtained in the Morgan circuit court in the year 1844 in favor of Eliza S. Cabbott (since married to Torry) against said Regnier it being my individual interest and believed to be one eighth part of said judgment, be the same more or less. Witness my hand this 24th day of October 1845, as one of the attorneys of the plaintiff.

A. Lincoln

COMPLAINT OF PLAINTIFF DRAWN BY LINCOLN IN THE SUIT OF GREEN VS. GRAHAM, MENARD CIRCUIT COURT, NOVEMBER 3, 1845

This complaint which was filed at Petersburg on November 3 *when the Menard circuit court opened its fall term recalls in an odd way two of Lincoln's intimate friends in his New Salem days; Nancy Green was the wife of Bowling Green and Mentor Graham, the New Salem school teacher who had helped Lincoln prepare for his work as deputy county surveyor. Now Graham, hard pressed for ready cash, confessed his indebtedness for* $112.23, *and Lincoln won Mrs. Green's suit. Putting forward his plea, "Turn about is fair play," he also made use of his stay in Petersburg to solicit Menard county support in his next year's compaign for Congress. In seeking pledges he probably had little to say on the mooted question of Texan annexation, but in Faneuil Hall, Boston, on November* 4, 1845, *a great assembly of Whig and other anti-slavery men voiced their unavailing wrath and disgust at the progress of events both in Washington and in the Southwest.*

State of Illinois } ss.
Menard County }

Of the November term of the Menard Circuit Court, in the year A.D. 1845

Nancy Green plaintiff complains of Mentor Graham, defendant, in custody &c. of a plea of assumpsit: For that whereas the said defendant heretofore, to wit, on the 28th day of October, in the year A.D. 1844—at the County aforesaid, together with John Owens and Andrew Berrup made his promissory note in writing, bearing date the day and year aforesaid and thereby then and there promised to pay twelve months after the date thereof to the said plaintiff, the sum of one hundred dollars, with interest thereon at the rate of twelve per cent per annum, for value received and then and there delivered said note to said plaintiff—

Yet said defendant (although often requested) has not, nor has either the said Owens, or the said Berrup, paid the said sum of money in said note specified or any part thereof to said plaintiff, but so to do has wholly neglected and refused, and still does neglect and refuse—to the damage of the plaintiff of two hundred dollars and therefore she brings her suit &c.

Lincoln & Herndon p.q.

PLEA IN THE SUIT OF LOGAN & LINCOLN VS. SMITH, SANGAMON CIRCUIT COURT, NOVEMBER 11, 1845

(Herndon-Weik Collection)

Lincoln signed, "Logan & Lincoln—," after the words, "And the said plaintiffs doth the like,"; it was his sole contribution to the plea, which appears to be in the almost unreadable scrawl of Lamborn, and in spelling and penmanship is in marked contrast to the Lincoln legal papers. The plea is so badly scrawled that "Lamborn and Hesler" appears to be "Xamborn and Hislop." The record of this case will be found in the note to the declaration of July 17, 1845. *The first days of November,* 1845, *brought new developments in the Texas situation. Upon November* 7 *General Taylor wrote the adjutant-general that, with possible peace negotiations about to begin, he did not feel that he had authority to move to the Rio Grande, but he urged occupation at the earliest possible date of posts on the boundary line. At Washington upon November* 10 *Polk signed the commission of Slidell as minister to Mexico and gave him secret instructions looking to the extension of the Union to the Pacific, while on the same day in Texas President Jones announced that in an election held October* 13, *the people, with only a few dissenting votes, had approved both annexation and the state constitution that had been in the making since July.*

And at Springfield in the evening of November 15 *Lincoln had an interested part in a project of another sort. Judge Treat presided at a meeting which discussed at length the building of a railroad from Alton to Springfield, and Lincoln, Logan and Calhoun were among the thirteen delegates appointed to attend a general meeting in Springfield the first Monday in December. Thus began a movement which was to develop with years into the present Chicago and Alton system.*

State of Illinois } Of the Nov. Term Sangamon
Sangamon County } ss. Cir Court.

Smith. Exectr.— }
Adsm } Assumpsit
Logan & Lincoln }

And the James D Smith Exectr &c. by Lamborn & Hesler his Attys comes & defends the wrong & injury when &c says the plaintiff Actio Non. because he says the said Trailer did, did not in the life time of said Trailer, undertake and promise

in manner and form as the said plaintiffs thereof hath alleged against, and of this he puts himself upon the Country

Lamborn & Hesler
p d

And the said plaintiffs
do the like
Logan & Lincoln—

Smith Exctr
Adsm
Logan & Lincoln
Plea

Filed Nov. 11, 1845
J. Calhoun
clk

Lamborn & Hesler

LETTER TO HENRY E. DUMMER, NOVEMBER 18, 1845

This letter, first published by Tracy and now owned by the Chicago Historical Society, again reveals Lincoln actively pushing his campaign for the Whig nomination for Congress in 1846. *Recently his friend Francis had published an editorial in the Sangamo Journal on the rival claims for the nomination, and on November* 17, *Lincoln had written B. F. James of the Tazewell Whig* (*Nicolay and Hay* 1:278) *that he had seen the Francis editorial before it was printed, but had deemed it best "to let it go as it was, lest it be suspected that I was attempting to juggle Hardin out of a nomination for Congress by juggling him into one for Governor." He would not object, he added, if James and "the other papers a little more distant from me" advocated Hardin for governor.*

In this letter to Dummer Lincoln was less adroit and more plain spoken. He "strongly suspected that Hardin wished to run again" for Congress, and he requested that if Dummer could consistently do so he would "set a few stakes for me," and also see to it that the Beardstown paper took no stand that would injure Lincoln's chances "unless the conductor really prefers Genl. Hardin." The editor of the Beardstown Gazette, be it noted, was Sylvester Emmons, among other things an unrelenting foe of Joseph Smith and his followers.

Springfield, Nov. 18th, 1845.

Friend Dummer: Before Baker left, he said to me, in accordance with what had long been an understanding between him and me, that the track for the next congressional race was clear to me so far as he was concerned; and that he would say so publicly in any manner and at any time I might desire. I said in reply, as to the manner and time I would consider a while and write him.

I understand friend Delahay to have already informed you of the substance of the above.

I now wish to say to you that if it be consistent with your feelings, you would set a few stakes for me. I do not certainly know, but I strongly suspect that General Hardin wishes to run again. I know of no argument to give me a preference over him, unless it be "Turn about is fair play."

The Pekin paper has lately nominated or suggested Hardin's name for Governor, and the Alton paper, noticing that, indirectly nominates him for Congress. I wish you would, if you can, see that, while these things are handed about among the papers, the Beardstown paper takes no stand that may injure my chance unless the conductor really prefers Gen. Hardin, in which case I suppose it would be fair.

Let this be confidential, and please write me in a few days.

Yours as ever,

A. Lincoln.

ASSIGNMENT OF ERRORS IN THE SUIT OF RYSINGER & NYE VS. CHENEY, SUPREME COURT OF ILLINOIS, DECEMBER 3, 1845

(Herndon-Weik Collection)

The one part of this legal paper not in the handwriting of Lincoln is the date of filing, and the notation of the receipt of five dollars. In many Supreme Court of Illinois cases, the transcript or record of lower court hearings was filed with the assignment of errors, but this was not always true, as in the case here noted. In the case of Levi Wilcoxon vs. William Roby, both transcript and assignment of errors were filed on December 7 (?), 1846. *The use of brackets indicates words not seen because of tears in the document. The context has been supplied from like legal papers by Lincoln.*

Upon December 1, 2 *and* 4, *Lincoln at Springfield had a part*

in the convention to promote the building of the Alton and Springfield Railroad and in connection there with the purchase of the Northern Cross Railroad, while at Washington President Polk delivered his first annual message to Congress in which he informed that body of the annexation of Texas, despite "British and French interference"; the severance of diplomatic relations by Mexico, and Slidell's proposed mission, hinting also that drastic measures would follow a failure in negotiations. When later in the month Abraham Lincoln, aspirant for a seat in Congress, read this message in the press, he must have voted it a forthright document, while Polk recorded in his diary that an the evening of its delivery members of the House and Senate called at the White House to express their approbation of it "in strong and decided terms." One of those who called to praise, it is interesting to note, was David Wilmot of Pennsylvania, then a little known member of the House, but soon to make himself a national figure by the Proviso which bears his name and its stand against the extension of slave territory. Fifteen years later Wilmot was to have a part in the election to the Presidency of his friend, Abraham Lincoln.

In the Supreme court of the state of Illinois, December term 1845—

Daniel S. Rysinger & Alfred G. Nye
vs
Owen Cheney
} Error to M..Lean

And now come the plaintiffs in error and say that in the record and proceeding in this cause, there is manifest error in this towit:

1st The court below erred, in not holding that the injunction restraining the removal of the mill, was a sufficient excuse for the non-performance of the contract, by the defendants below—

Wherefore, and for other errors apparent in said record, the plaintiffs pray that [this] judgment be [reversed]

Lincoln. p—q—

Joinder in error
Stuart & Edwards
P. D

Rysinger & Nye

vs } Record—

Owen Cheney
Filed 3d Dec 1845
E Peck
CSC
Recd $ 5.00
E P

LETTER TO B. F. JAMES, DECEMBER 6, 1845

This letter was first published by Tracy. One commentator on it describes it as the product of a "vigilant and sensible country politician intent on the practical task of securing delegates." The day upon which it was written Polk's envoy, John Slidell, arrived at the Mexican capital, but Peria y Perra, President Herrera's secretary of foreign affairs, declined after a fortnight's delay to receive him on the ground that he came not as a commissioner to negotiate the Texas dispute but as minister resident —a splitting of hairs which brought nearer war between the two countries.

Springfield, Ills., Dec. 6, 1845.

B. F. James Esq.

Dear Sir: To succeed, I must have 17 votes in convention. To secure them, I think I may safely claim Sangamon 8, Menard 2, Logan 1, making 11, so that if you and other friends can secure Dr. Boal's entire senatorial district, that is, Tazewell 4, Woodford 1, and Marshall 1, it just covers the case. . . .

Upon the whole, it is my intention to give him the trial, unless clouds should rise, which are not yet discernible. This determination you need not, however, as yet, announce in your paper, at least not as coming from me. . . .

In doing this, let nothing be said against Hardin. . . nothing deserves to be said against him. Let the pith of the whole argument be "Turn about is fair play."

Yours very truly,

A. Lincoln.

P.S. . . .

A. L.

DEPOSITION OF KENDALL IN THE SUIT OF KENDALL VS. MOFFETT, SANGAMON CIRCUIT COURT, DECEMBER 6, 1845

(Herndon-Weik Collection)

Were it not for the numerous legal documents of earlier years, it might be agreed that Lincoln was right when he penned his childish rhyme. If he is not at his worst here, he is not at his best. The word, "verrily," an obsolete form, was used often by Lincoln, although he also employed the modern, "verily." The verb "can not find," may appear incorrect, but it was a correct usage of the day. So much cannot be said for "distroyed" which was used by Attorney Lincoln upon occasion, although he employed the more modern and correct, "destroyed." The lack of punctuation in the clause, "is distroyed lost or mislaid," is not customary with Lincoln. Reference to the declaration of November 2, 1839, included in Volume I of this work will show that this was an attempt of Kendall to recover a judgment rendered in his favor on November 28, 1839, but no record of recovery has been made available to date.

State of Illinois }
Sangamon County }

Calvin Kendall, the plaintiff in a certain judgment in the circuit court of the county aforesaid, wherein Willis G Moffett is defendant, being first duly sworn states on oath that an execution was duly issued from said judgment, on the 6th day of February 1841 and soon thereafter placed in the hands of the sheriff of Schuyler county to whom it was directed; that no levy of said execution has ever been made, nor any money paid on it, nor any satisfaction of it in any way made as affiant has been informed by said Willis G. Moffett, and verrily believes; that said execution has never been returned to the clerk's office of said county of Sangamon; and that he has made enquiry of said sheriff of Schuyler county for the same, who informs him, (and affiant verrily believes it is true) that the same is distroyed lost or mislaid, so that he can not find it, and that affiant, after diligent search can not find the same—

Calvin Kendall

Subscribed & Sworn to
before me this 6th day
of December 1845
J Calhoun Clk

Kendall
vs
Moffett

Dep of Kendall
filed Decr. 6th 1845

ASSIGNMENT OF ERRORS IN THE SUIT OF MURPHY VS. SUMMERVILLE, SUPREME COURT OF ILLINOIS, DECEMBER 8, 1845

(Herndon-Weik Collection)

This assignment of errors was drawn by Lincoln but the cover notations are from the hand of Clerk Peck. Although Peck includes the assignment of errors with the long transcript of the lower court history, it appears to be a separate document, and is given as such. In the hearing before the Supreme Court of Illinois, Lincoln represented the plaintiff in error, Murphy, while Stephen T. Logan appeared for Summerville. The argument of Lincoln is set forth in the Illinois Reports. If not in the words of Lincoln, it is a good summary of the reasoning used by him. It is as follows:

1. *The declaration does not show with certainty that any judgment was rendered against the principal. See Gould's Pl. part IV, par.* 26; *Chitty's Pl.* 472.

2. *The declaration states principal's failure to pay, and failure to surrender, in the alternative; and*

3. *The declaration does not show any ca. sa. ever issued for the principal. See Gould's Pl. part IV, pars.* 12, 13; *Rev. Stat.* 83, *par.* 8.

On January 29, 1846, *Lincoln argued the case for Murphy, and Logan argued it for Summerville. The opinion of the court was handed down by Justice Walter B. Scates. He gave as reason for his opinion, the fact that the gist of the case was a breach of condition issue. He felt that the damages occasioned by the action were the true recovery in the case. Without a judgment*

in the case, the condition of payment of condemnation monies, or the surrender of the principal, could not be broken. Scates pointed out that there was no averment that the plaintiff below had recovered a judgment, a declaration necessary in this case. He finally stated that he felt the declaration was defective in two points, namely, in its want of averment of recovery of judgment, and in want of the averment of issuance of a capias ad satisfaciendum. Both points were a part of the Lincoln argument before the Supreme Court of Illinois.

The judgment of the lower court was reversed with costs, and the cause remanded to the Edgar circuit court, with leave to the plaintiff in the lower court to amend his declaration. For this case see 7 Illinois 2 Gilman, 361-364.

In the Supreme court of the
State of Illinois—December term
A.. D.. 1845

James Murphy
vs
Alexander Summerville } Error to Edgar—

And now comes the said plaintiff in error, and says that in the record and proceedings of the court below in this cause, there is manifest error in this towit—

1st The court below erred in overruling the demurrer to the declaration—

2nd The court below erred in over-ruling the motion of the defendant below, for an extension of time, to surrender the body of the principal to the Bail Bond—

3rd The court below erred in rendering judgment for the plaintiff below—

Wherefore, and for other errors apparent in said record, the said plaintiff in error prays that said judgment be reversed—

Lincoln p—q

James Murphy
vs
Alexander Summerville
Transcript
Filed 8th December 1845

ASSIGNMENT OF ERRORS IN THE SUIT OF PATTERSON ET UX VS. EDWARDS ET UX, SUPREME COURT OF ILLINOIS, DECEMBER, 1845

(Herndon-Weik Collection)

"In nullo est erratum" are the only words from the hand of Lincoln, included in this assignment of errors. By 1845, *the phrase had become almost a habit with Lincoln, as he had tried many Supreme Court cases. The assignment of errors, like the copy of the record in the lower court, is case history. In the hearing before the Supreme Court of Illinois, Lincoln and Murray McConnell appeared for the defendants in error, while W. A. Minshall represented Patterson and wife. The case was argued on January* 7, 1846, *by Minshall for the plaintiffs in error, and by Lincoln for the defendants in error. The opinion of the court was handed down by Justice Koerner, who was especially impressed by errors* 2 *and* 3 *in this assignment of errors, and maintained that the proofs presented by the defendants in error did not sustain their declaration, in which they contended that slander had been committed by the Pattersons. Koerner held that the charges were based on innuendo and were not proper or specific averments. He therefore remanded the case to the lower court with leave to the plaintiffs to amend their pleadings. Lincoln, on January* 22, 1846, *entered a motion to have special leave to file a petition for rehearing, without giving notice as required by the court. The court denied this petition on January* 31, 1846.

William Patterson & Maria Patterson	In the Sup Ct Demr Term A D 1845
agst	
Ambrose P Edwards & Tabitha An Edwards	In Slander

And the said plaintiffs in error now come & say that manifest error hath intervened in the record & proceeding herein to their prejudice in this (Towit)

1 The Court erred Below in sustaining the objection of the plaintiff there to the introduction of Defendants evidence by them offered on the trial below and in excluding said evidence offered by Defendant from the Jury—on said Trial

2 The Court also erred in refusing the motion of the Defendants below to set aside the verdict in said cause and in refusing to grant the Defendants there a new Trial

3 Also in overuling Defendants motion in arrest and in refusing to arrest the Judgment in said Trial

And in rendering Judgment for the plaintiffs below when by Law. Judgment outght to have been given for Defendants below

Minshall for
plff in error

In nullo est erratum—

Lincoln p. d.

ASSIGNMENT OF ERRORS IN THE SUIT OF SIMPSON VS. RANLETT, SUPREME COURT OF ILLINOIS, DECEMBER 9, 1845

(Herndon-Weik Collection)

This document giving the correct fees, is from the pen of Oaks Turner. Lincoln drew up the assignment of errors. He began with the phrase, "In the Supreme Court of the State of Illinois," and concluded by signing "Lincoln p. q" after the clause, "prays that said judgment be reversed." The answer of the defendant was penned by Powell and Bryan, attorneys of Peoria. The two men tried cases with Lincoln at times, and opposed him on more than one occasion. The phrase, "And the said app," was badly smudged with ink, and the Peoria attorneys began their work anew. It will be noted that Lincoln cited the case as Simpson ads Ranlett, while Clerk Peck gave it as Simpson ads Rantell, but both Lincoln and Peck were in error, for the Illinois Reports cite the case as Joshua B. Simpson vs. Seth A. Ranlett.

The case began in an action in assumpsit in regard to the non-payment of a note and monies lent to Simpson. It involved a note made to Isaac Burnett, and assigned by endorsement to Ranlett, who brought suit on two counts, non-payment of the note, and non-payment of monies lent to Simpson. Simpson made demurrer to the first count, and placed himself on the country. The court overruled the demurrer, and Simpson abided by the ruling. Ranlett then entered a nolle prosequi, or record that he refused to prosecute further, as to the second count, whereupon the court ordered the clerk to assess the damages on the first count, and this was done in the sum of $391.64 *and costs. In the hearing of the case before the upper court, Lincoln represented the appellant, Simpson, while Powell and Bryan appeared for Ranlett. In his argument before the court, Lincoln cited*

Sappington vs. Pulliam 3 *Scammon* 385, *a case included in the Illinois Reports. On December* 11, 1845, *the plaintiff in error was ordered to assign errors and file abstracts. The case* was *argued on January* 29, 1845 *by Lincoln for Simpson, and Powell for Ranlett. The opinion of the court was handed down by Richard M. Young, who ruled that the issue before the court rested on the right of Ranlett to prosecute the case in his own name. Simpson had maintained that the averment of the endorsement did not set forth the assignment of the note as required by law. Justice Young cited several precedents, and finally one case in which the declaration stated that the payee then and there assigned the note to the plaintiff. The demurrer on ground of improper setting forth of the note assignment was held in that case to be without ground. Justice Young held that the declaration in the case of Ranlett vs. Simpson was generally good, and that the lower court was correct in overruling the demurrer to the first count. The judgment was affirmed with costs. For this case, see* 7 *Illinois* 2 *Gilman,* 312-318.

Deft. Cost Clerks fee—	
Ent.. Appearance 12½ file Demurrer 6¼	.18 3
Order of court thereon	25.
Appeal Bond 50. file same 6¼	.56¼
Transcript of Record containing 1800. words.	
at 12¼ for every 72	2.70
Certificate & Seal to Same	.50
Copy of cost bill	.25
	$ 4.45 /4

I hereby certify the above to be a true and correct copy of the costs in the above cause as the same are taxed & entered of record in my office—

Given under my hand & seal of
said court at Hemnepin this 4th
day of December A D 1845
Oaks Turner clk

In the Supreme court of the
State of Illinois, December term
A. D. 1845—

Joshua B. Simpson
ads
Seth A. Ranlett
} Appeal from Putnam—

And the said appellant comes and says that in the

record and proceedings in the court below there is manifest error in this towit:

That the court below overruled the demurrer to the first count of the declaration, whereas said demurrer ought to have been sustained—

That the court below rendered judgment for the plaintiff below, when it should have been rendered for the defendant below.— wherefore, and for other errors apparent in said record, said appellant prays that said judgment be reversed—

Lincoln p . q

And the said appellant by Powell & Bryan his attorneys comes and says that in the record and proceedings aforesaid and in the judgment aforesaid there is no error and he therefore prays that the said judgment may in all things be affirmed

Powell & Bryan
Atty for Deft

Joshua B. Simpson
ads
Seth A Rantell use of &c
Filed 9th Dec 1845
E Peck
CSC
Recd $ 5.00
E P

APPEAL IN THE SUIT OF PERRY & FELL VS. PRICE ET AL, SUPREME COURT OF ILLINOIS, DECEMBER 9, 1845

(Herndon-Weik Collection)

This appeal was drawn by Lincoln, and signed by him. The reply of the defendants was penned by Attorney James McDougall, while the cover notations appear to be the work of Peck and another clerk of the court. The lower proceedings in this case began with an action of Nathan Low to recover a debt owed him by Jesse W. Fell. At the May, 1838 *term of the McLean circuit court, Low was awarded a judgment for* $220.81. *An execution issued on March* 10, 1839 *against two tracts of land owned by Fell. The land was sold on June* 16, 1839 *and was purchased by John N. Low, acting as agent for his father, Nathan Low. The elder Low, then entered into an agreement*

with Fell that he was to receive a deed to the land, if Fell had not redeemed it in fifteen months. At the end of the fifteen months, Fell was unable to redeem the property, and gave Low a deed to the land. He asked for an extension of time for redemption, and this was given. As security for the extended time, Fell gave an additional tract of land. It was agreed that the purchase under execution was not to be voided by the arrangements for redemption of the land. Fell was unable to meet the time of extension for redemption, and agreed to the sale of the lands purchased by Low. Nathan Low sold a tract to Carlton H. Perry, who in turn, sold it to Jesse Fell, Sr. These sales were made in 1840, *and the elder Fell proceeded to make improvements on the land estimated at* $1,000.

In the meantime, at the October, 1839 *term of the McLean court, one Robert Price obtained a judgment of* $513.97 *against Jesse Fell. An execution issued, and was levied by Sheriff Edwards, a co-defendant in this case, on the land sold to Jesse Fell, Sr. The elder Fell, in September,* 1844, *filed a bill against Price in which he prayed an injunction to restrain Price from taking the land. Price made answer to the bill, and Fell, Sr. was given leave to amend his bill. In the amended bill, Perry was made co-complainant, and John N. Low, a co-defendant. At the hearing of the case in April,* 1845, *the court decreed that Fell, Sr. should pay Price* $100 *to apply on the judgment rendered against Jesse Fell, and when such sum was paid, the injunction prayed should become perpetual. At the hearing before the Supreme Court Lincoln appeared for Fell, Sr. and Perry, while Usher F. Linder represented Price et al. On February* 12, 1847, *Lincoln appeared for Fell, Sr. and Price. Four days later Justice Gustavus Koerner handed down the opinion of the court. He* held *that Nathan Low (now deceased) could have acquired title deed to the lands at any time, and still could perfect his title to the lands purchased by him under the execution of March* 10, 1839. *He observed that Price did not answer the claim of Fell, Sr. and that Nathan Low had retained title to the lands purchased, despite the agreement for redemption. Koerner observed finally, that the judgment obtained by Price gave him no right to title in the lands purchased by Low. He reversed the decree of the lower court, made the injunction perpetual without condition, and ordered Price et al to pay costs in the lower court.*

Jesse Fell, who was being sued on all sides, was a friend of Lincoln, and lawyer of Bloomington, who at this time was a

speculator in lands, and although this case does not give evidence of it, he became a wealthy landowner. Justice Koerner was also a close friend of Lincoln. He was a German immigrant, who became in turn a member of the Illinois House of Representatives, justice of the State Supreme Court and lieutenant governor of Illinois. At the Chicago convention of 1860 *he was a staunch lieutenant of Lincoln who in* 1862 *appointed him minister to Spain.*

In the Supreme Court
of the State of Illinois
December term 1845

Jesse Fell
vs
Robert Price and
Richard Edwards
} Appeal from McLean

And the said appellants come and say, that in the record and proceedings in the court below, there is manifest error in this towit:

That the court below decreed this appellant to pay to the appellee, Price the sum of one hundred dollars, by the first day of the then next term of said court below, and that in case such payment should be made, the injunction should be made perpetual, whereas the court below should have decreed the injunction to be perpetual, without condition.

That the court below decreed against this appellant, whereas said court ought to have decreed in his favour,— wherefore for these and other errors, apparent in said record, this appellant prays that said decree may be reversed—

Lincoln p. q.

Robert Price & Richard Edwards
adsm
Jesse Fell

defts in Error come & say that in said record & proceedings there is no such error as is above alleged & this &c

McDougall
for defts in Error

Carlton H. Perry
& Jesse Fell
vs
Robert Price et als.
Filed Dec 9th 1845
E Peck
CSC
Recd $ 5.00
E P

ASSIGNMENT OF ERRORS IN THE SUIT OF GRIGGS VS. GEAR, SUPREME COURT OF ILLINOIS, DECEMBER 10, 1845

(Herndon-Weik Collection)

The lower court history of this case had beginning in a suit by Griggs and Weld to collect money owed to them for materials furnished to Gear. Gear, in turn, filed counter-suit, in which he asserted that Griggs and Weld had formed a partnership with him in a lead mining business at Galena. He asserted in addition that they had failed to furnish the capital promised at the time of the formation of the partnership, and asked that he receive $100,000 *damages, and that his bill enjoin them from collection of monies owed them. The injunction was granted, and in* 1839, *Griggs and Weld moved that it be dissolved. In* 1841 *and* 1842, *the master of chancery was ordered to ascertain the damages due the complainant, Gear, and make a report of the findings. The report made in* 1844 *assessed damages of* $50,000 *against Griggs and Weld, but deducted the sum of* $13,791.98 *owed by Gear to Griggs and Weld.*

A bill of review was presented, and demurrer made to it. The demurrer was sustained by Justice Thomas C. Browne at the March, 1845, *term of the court. Appeal was then made to the Supreme Court of Illinois. The plaintiffs in error, Griggs and Weld, were represented in the higher court by J. W. Chickering and Lincoln. The defendant in error was represented by three of the more outstanding attorneys to appear before the Supreme Court—J. J. Hardin, D. A. Smith and J. M. Butterfield. On December* 13, 1845 *Chickering moved for leave to file a supplemental record, and the motion was granted. Hardin and Butterfield appeared before the court on January* 5, 1846, *to ask that certain errors in the record be stricken from it. Four days later,*

they asked that the 7th, 8th and 9th errors assigned by the plaintiffs in error be stricken from the docket. On January 12, 1846, *the argument in the case was begun by Chickering. It was continued the following day, with Lincoln appearing for Griggs and Weld, and Hardin and Butterfield arguing the case for Gear.*

The court handed down a decision on January 26, 1846, *in which is gave opinion that no process had been served on Griggs and Weld in the lower court, nor had there been notice of publication. It then decided that the decree of the lower court sustaining the demurrer to the bill of review be reversed, and the cause remanded for further hearing. The costs of the appeal were assessed equally against the parties to the suit. For a report of this case see* 8 *Illinois,* 3 *Gilman,* 3-18. *It has been cited in decisions of the Federal courts, and by the Supreme Court of Idaho.*

The day on which the assignment of errors here reproduced, December 10, 1845, *was filed in the Supreme Court at Springfield, at Washington Stephen A. Douglas reported from the House committee on territories of which he had lately been made chairman, a joint resolution declaring Texas to be a member of the Union on an equal footing with the original states. Six days later, despite strong opposition, the joint resolution went to a third reading and was passed by a large majority. Transmitted to the Senate, a number of senators who had at first opposed annexation now agreed that the national faith had been pledged, and it was passed with equal dispatch by that body. Approved by the President it became a law upon December* 29, 1845, *and Texas was finally a member of the Union. But there remained the perplexing and as yet unanswered question: "What will Mexico do about it?"*

State of Illinois

Supreme Court ss Dec term A D 1845

Nathaniel R Harback impleaded with David R Griggs & Aaron C Weld vs Hezekiah H Gear } Error to Joe Daviess

Assignment of Error

And the said Plaintiff in Error comes Saying ? to the Court that in the record & proceedings here in there

are many & manifest errors, for which the final decree herein rendered in the court below ought to be reversed

And he particularly points out for error

1st That the Court below erred in Sustaining the demurrer to the bill of Complaint exhibited by this Pltf in Error & David R Griggs & Aaron C Weld against the said defendants in error

2nd The Court below erred in dismissing at the costs of the Complainants therein the said bill of Complaint of the said Pltf in error & David R Griggs & Aaron C Weld against the said defendant in error.

3rd The Court below erred in refusing to set aside & vacate the decree rendered against the said Pltfs in Error and David R Griggs & Aaron C Weld in favour of the said defendant in Error—

4th The Court below erred in refusing to allow this Pllf in Error and said David R Griggs and Aaron C Weld to plead or answer to that bill in chancery exhibited against them by the said defendant in error

5th The Court below erred in refusing to grant to him and the said Griggs & Weld the relief prayed for by them in their bill of Complaint against the said defendant in error—

6th The Court below erred in refusing to grant to the said Pltf in Error and the said Griggs & Weld any relief in the premises upon the case made in their said Bill of Complaint against the said defendant in error—

7th The court below erred in rendering a decree against the said Pltf in Error & the said Griggs & Weld in favour of the said deft in Error for the payment of $ 36 . 298.. 02

8th The court below erred in allowing to be taken as confessed the bill of the said defendant in error exhibited against this Pltf in Error & the said Griggs & Weld

9th For all of which and many other errors apparent in the said record and proceedings this Pltf in Error insists that the decree rendered against him & the said Griggs & Weld in the court below ought to be

vacated reversed and set aside and the relief prayed for in their said bill of Complaint granted

J. W. Chickering &
A Lincoln
Solicitors for Pltf in Error

Griggs
vs
H H Gear

And the said deft in Error comes by Butterfield & Hardin his solicitors & says that in the record & proceedings in the court below in the Bill of Review filed by said Harback & others vs deft as assigned for error in the first six causes or assignments of Error, there is no error as is therein alledged—

And this he will verify by the Record—Wherefore &c

Butterfield & Hardin
for Deft—

And for answer to the 7th & 8th causes or assignments of Error above set forth by plff in Error, deft says ptff ought not to be permitted to assign the same for Error or to prosecute the same because he says that the Errors therein assigned do not appear in the Record of this case & that the matters & things therein stated are not sufficient in law to require deft to answer or join the same, & this he is ready to verify Wherefore &c

Hardin & Butterfield

Harback impleaded &c
vs
Hezekiah H Gear
Assignment of Errors
Filed 10th Dec 1845
E Peck
CSC

ASSIGNMENT OF ERRORS IN THE SUIT OF WRIGHT VS. BENNETT, SUPREME COURT OF ILLINOIS, DECEMBER 19, 1845

(Herndon-Weik Collection)

Thomas L. Harris drew up this assignment of errors, and the only words penned by Lincoln are found in the sentence, "In nullo est erratum," and the signature, "Lincoln p. d." The verso

notations are the work of Harris, with the exception of the date of filing, and the note on the receipt of $2.12½. *These last are from the pen of Clerk Peck. The lower court history of this case began with a bill of Jane Davidson which charged Richard Bennett with being the father of her child, and asked support and maintenance of the child. On June* 4, 1844, *Bennett was adjudged to pay forty dollars annually for the support of the child, and to continue such payment for seven years; the first payment to be dated as of November* 6, 1843. *Bennett then entered into a bond with John Bennett for five hundred dollars as guarantee of the payment of the support of the child. Jane Davidson, through her attorney, charged Bennett with non-payment of the support costs decreed by the court. The defendants pleaded on June* 8, 1844, *that Bennett demanded custody of the child, which was refused by Jane Davidson. They added, that on June* 8, 1844, *they had tendered the sum of* $3.55 *then due on the bond. There was a demurrer to this plea, which was overruled by the lower court, and a judgment rendered in bar of the plaintiff's action. This meant the permanent destruction of the action by Jane Davidson. Judge Samuel H. Treat, rendered such decision at the June,* 1845, *term of the Menard circuit court.*

In the hearing before the Supreme Court of Illinois, Lincoln represented the defendant in error, while Thomas L. Harris appeared for the plaintiff in error, Jane Davidson. In his argument Lincoln maintained that only one bond was necesary in this case under the statute of Illinois. He added that a putative father should have a right to the custody of the child, for although common law denied him such right, the statutes of Illinois governed the case, and these granted him right of custody. Justice Norman H. Purple, good friend of Lincoln, handed down the opinion of the court, and said that the law was plain in this case. He noted that but one bond was required, and that if the mother refused the custody of the child to the father, the putative father was freed from his bond obligations. He upheld Lincoln in his contention that the common law gave no right of custody, but that such right was given by the Illinois statutes. Purple confirmed the judgment of the lower court, but showed his distaste for the opinion he was caused to hand down, when he uttered these words, ". . . if the reputed father . . . , will have the inhumanity, in its helpless & dependent infancy, to demand its surrender by the mother, the law upon her refusal, imposes upon him no further obligations. . . . "

The reaction of Lincoln to the words of Purple is not known, but it should be noted that he was on the unpopular side of the case. For those who contend that he did not argue well, if his heart was not in a case, this fact might offer food for thought. It may be that he argued better in some cases than in others, but study of his cases from 1837 *to* 1849, *reveals the fact that he exerted his best efforts for his clients at all times. For the Supreme Court of Illinois history of this case see,* 7 *Illinois* 2 *Gilman,* 587-591.

Supreme Court
State of Illinois } ss Dec Term Ad 1845

Asa D wright probate Justice of the peace in and for the County of Menard County for the use of the illegitimate child of Sam Davidson } Pltff in Error

Sums } *In Debt. Error to Menard* ..

John Bennett impleaded with Richard E Bennett— } Deft in Error

And the said plaintiff in Error by Thos L Harriss his attorney comes and says that in the record and proceedings in this cause as aforesaid there are manifest errors and for which said Errors said judgment should be reversed—and said Errors are as follows,

First. The court erred in overruling the demurrer of the pltff to the defendants plea in bar—

Second. The court erred in overruling not sustaining the pltffs demurrer to Defts plea in bar—

Third. The court erred in rendering judgment against pltff for costs on said demurrer in bar of the pltffs action—

Fourth. The court erred in not rendering judgment in favor of pltff on the demurrer

Fifth. Because the said plea of Deft is insufficient in in law to bar or preclude the pltff and the court erred in sustaining the same—

Sixth. Because the judgment of the said circuit court is in other respects erroneous.

Harris Atty for Pltff—

In nullo est erratum

Lincoln p. d

Asa D. Wright probate justice
of the Peace in and for the
County of Menard for the
use of the Illegitimate child
of Sam Davidson. Appellant

vs } *In debt*

John Bennett—impleaded with
Transcript—
Filed 19th Dec 1845.
E Peck
CSC
Recd $ 2.12½
E P—
Clks fees 27 pos $ 3.37½
Cost & seal 50

$ 3.37½
paid by T L Harris

LETTER TO SAMUEL D. MARSHALL AND NOTE TO JOHN McNAMAR

This letter to Samuel D. Marshall, first published by Tracy, again bears witness to his friendly relations with Lincoln. The note to John McNamar, also first published by Tracy, may refer to property owned by him during his early residence in New Salem, when he courted Anne Rutledge. History was in the making during the last days of 1845. *Thus on December 27, Polk decided to refuse Great Britain's second offer through her envoy in Washington to arbitrate the Oregon dispute, a decision which was to have a hotly disputed sequel; and the last day of the year brought a change of government in Mexico, a development which was to hasten that country's armed conflict with the United States.*

LETTER TO SAMUEL D. MARSHALL

Springfield, Decr 30, 1845.

Friend Sam: I learned today that Lane, to avoid paying the cost of taking the case between Dorman and him back from the Supreme Court, has commenced a new proceeding in your Circuit

Court. Write me, if this is so; and I, together with Judge Logan, will try to frame a plea either in bar or in abatement, out of the fact of the pendency of the old case, that shall blow them up with their new case.

By the way, if they fail for more than (a) year (which they have nearly done already) to take the old case down from here, I think we can plead limitation on them, so that it will stick for good and all. Don't speak of this, lest they hear, and take the alarm.

Write me on receipt of this.

Yours as ever,

A. Lincoln.

NOTE TO JOHN McNAMAR

(1845)

Friend McNamar: You see the object of the above letter as it speaks of the tax of 1842. I had supposed the land was already sold, but so far as the Returns in the Auditor's Office shows, it has not. It may be that James meant the year 1843. I wish you would examine, and if the taxes have been paid up to this year, apply the inclosed money, or enough of it, to the payment of the tax of this year and send me the receipt by mail.

Yours as ever,

A. Lincoln.

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